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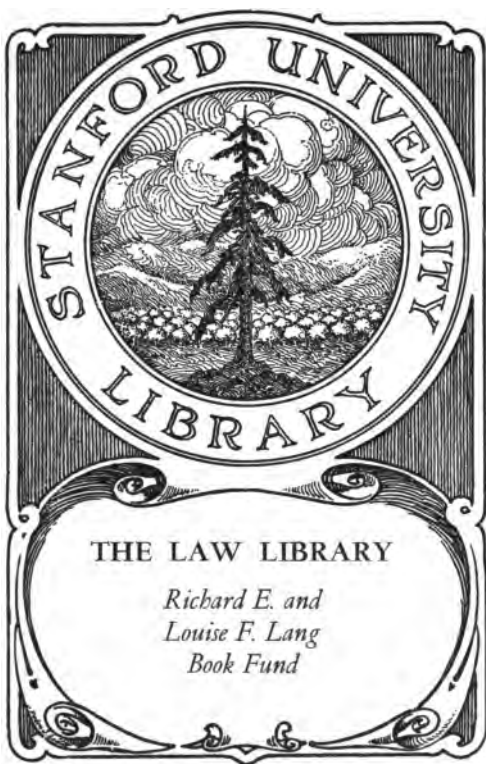
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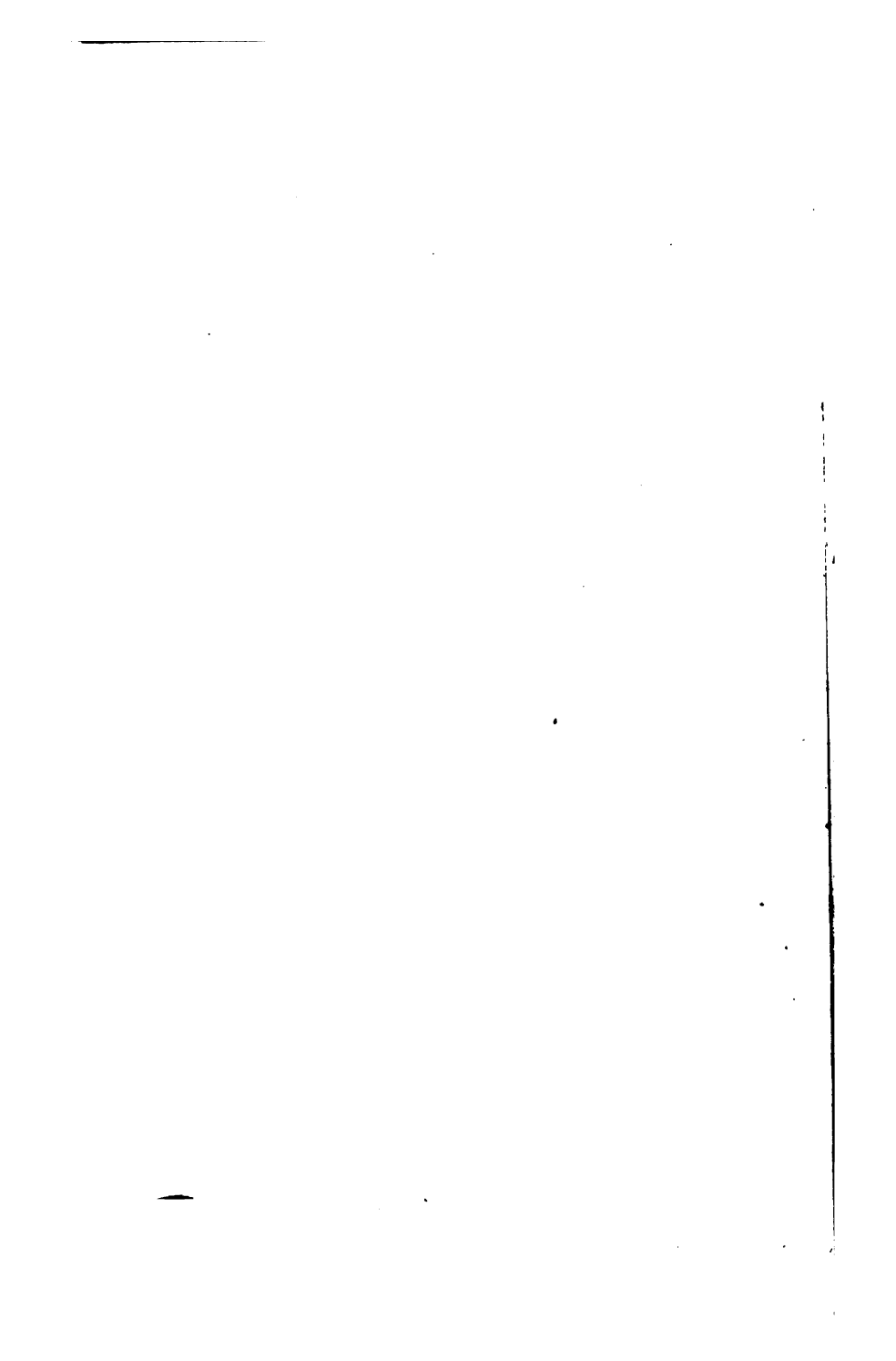
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WILLIAM ROUPELL AS TAKEN AT THE TRIAL.

**THE GREAT FORGERIES**  
OF  
**WILLIAM ROUPELL,**  
**LATE M.P. FOR LAMBETH.**

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**OFFICIAL REPORT OF THE TRIAL AT GUILDFORD,**  
IN THE CASE OF  
**ROUPELL v. WAITE.**

**FROM THE SHORTHAND NOTES**

OF

**MR. G. BLAGRAVE SNELL,**  
SHORTHAND WRITER TO THE COURT OF BANKRUPTCY.

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**WITH A PORTRAIT OF WILLIAM ROUPELL.**

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LONDON:  
G. VICKERS, ANGEL COURT, STRAND.  
AND ALL BOOKSELLERS.

1862.





## THE ROUPELL FORGERIES.

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THE following pages contain the whole of the startling details of one of the most extraordinary series of forgeries that was ever disclosed in a court of justice in this country. No work of fiction, it may safely be said, ever was conceived, in which all the incidents that go to make up a tale of thrilling interest, can be more striking than is this bare, unvarnished tale of truth.

The principal party concerned in it was but the other day a Member of Parliament, and a man of whom many prophesied that it would be no long time ere he would rise to distinction in the senate; but who, by embarking in a career of reckless profligacy, has brought down absolute ruin upon himself, and upon his family an amount of calamity wholly undeserved, which would have been far greater had he not voluntarily surrendered to justice by placing himself in the felon's dock.

It was but recently that the public were surprised at the resignation of the Member for Lambeth. They little knew the tale that lay behind that resignation; they little knew that forgery and fraud had been the common paths and beaten ways of William Roupell for seven long years; that he had wasted the patrimony of his family, and had reduced them to comparative poverty even before his father's death.

At length the fatal truth came out, and he was obliged either to face his father's executors or fly the country. The family property had been fraudulently sold, and it was only when overwhelmed with difficulties, pecuniary and otherwise, that he resolved to confess the whole truth, even at the bar of a court of justice.

This action came before the public in the shape of an action of ejectment, in which Mr. Waite, who had bought a property called the Norbiton Farm Estate, at Kingston, which was fraudulently conveyed to him by William Roupell, sought to defend himself against the claim of the heir-at-law, the only legitimate son of the late Richard Palmer Roupell.

This action was tried at the Surrey Assizes, held at Guildford on the 18th of August last, before Mr. Baron Martin; and although, through the cautious conduct of the solicitors for the plaintiff, none of the details had transpired, yet sufficient was rumoured of the nature of the case to create a lively interest, and the Court soon became densely crowded. With respect to the plaintiff's solicitors, one thing is remarkable.

It seldom happens in the career of a professional man, however distinguished, that he is chosen to conduct three such deeply interesting *causes célèbres* as those of the British Bank frauds, the case of Colonel Waugh, and that of the Roupell forgeries, and it is no less remarkable that in each of these cases Mr. Linklater has been alike the upholder of the interests of the injured parties, and the champion of public morality.

The counsel engaged in the case were among the most eminent at the bar. Mr. Serjeant Shee, Mr. Lush, Q.C., and Mr. Browne, appeared for the plaintiff; while the case of Mr. Waite, who was in possession of the estate he had bought of Mr. Roupell, was represented by Mr. Bovill, M.P., Q.C., Mr. Hawkins, Q.C., and Mr. Garth.

The solicitors for the plaintiff were Messrs. J. and J. H. Linklater and Hackwood; and those employed by Mr. Waite were Messrs. Ford and Lloyd, Bloomsbury-square.

Immediately after the opening of the pleadings, Mr. Bovill at once admitted the heirship of Mr. Richard Roupell, and the witnesses were ordered out of Court. The whole circumstances of this most remarkable trial are so graphically told in the story of the counsel, and in the confession of Mr. Roupell, standing boldly upright in the box, as depicted by our artist, that no description could be more forcible. All that remains, therefore, is to give the exact and faithful record, as taken down from the mouths of the witnesses, unfolding a tale of crime and despair, so singular in its features and so powerful in its salient points, that it has already formed a topic of deep, enthralling interest throughout the entire kingdom.

MR. SERJEANT SHEE rose, and amidst the hushed silence of the Court, opened the case as follows:—

MR. SERJEANT SHEE.—May it please your lordship, gentlemen of the jury, the plaintiff, Richard Roupell, brings this action to recover an estate of about one hundred and sixty-three acres, called Norbiton Park Farm, near Kingston, in the county of Surrey, of which the late Mr. Richard Palmer Roupell died seised on the 12th of September, 1856, and he claims the estate as the only legitimate child and heir-at-law of his deceased father. His claim is disputed by the defendant under a conveyance dated July, 1861, made to him by William Roupell, the natural brother of the plaintiff. The title of William Roupell to convey, and of the plaintiff to hold that estate depends upon the validity of a deed purporting to be a deed of appointment and gift to William Roupell by his father; and inasmuch as the title of the plaintiff cannot be impugned without producing that deed, I undertake, before I sit down, to state and to prove, after I have concluded my address, that that deed was a forgery—the forgery of William Roupell. Though I should succeed in proving that Richard Roupell, the plaintiff, is the heir-at-law of the deceased Mr. Roupell, and in proving that the deed of July, 1855, is a forgery, yet if there was a will of the late Mr. Roupell devising the property to other persons than the plaintiff, Richard Roupell, his title as heir-at-law would be defeated. And inasmuch as after the death of Richard Palmer Roupell, a will was set up by William Roupell, purporting to be the last will of the deceased

Richard Palmer Roupell, and probate was obtained of that will by William Roupell, as an executor named in it, I must satisfy you that that will is not the real will of the late Richard Palmer Roupell, and I undertake to prove to you that it is, every word of it and every signature upon it, a forgery by William Roupell. The case, therefore, that I have to offer to you is one exceedingly simple. I shall prove to you that Richard Roupell, the plaintiff, is the heir-at-law of his deceased father. I shall prove to you also, that before the will that I have just mentioned, another will had been made by his deceased father, by which the estate in question was devised to Richard Roupell; and I shall, lastly, satisfy you that the will of the 2nd of September, 1856, was forged by William Roupell.

Mr. BOVILL.—I must ask that the witnesses on both sides should be out of Court.

*[The witnesses were ordered out of Court.]*

Mr. SERJEANT SHEE.—Gentlemen, though for the purpose of possessing you at once of the real question you have to decide, I state the substance of it in this summary way, it will be necessary for me to explain to you somewhat more in detail the circumstances of a case of much more than usual interest and importance, and in which not merely the pecuniary interest of the plaintiff and the defendant, but the honour and character, and perhaps the liberty, of a gentleman who lately filled a prominent position in the public eye as member for the borough of Lambeth, are deeply, and I fear hopelessly, involved. The late Mr. Roupell, whom for the convenience of this cause I will call the testator, spent a long life in the business of a lead-smelter. He had a factory in Gravel-lane, Blackfriars, close to Doctors' Commons, and a residence, No. 16, Cross-street, in the immediate neighbourhood of it. He had also a house at Brixton, called Aspen-house, at which his wife and family resided, and he was in the habit of going to Aspen-house every Saturday afternoon, returning to Cross-street on Monday, where he slept on the other nights of the week. By the lady who became a widow at his death, he had five children, four of whom, John, William, Sarah, and Emma, were born before the deed of the 6th December, 1838, when he and Mrs. Roupell married; and a fifth child, a son, the plaintiff in this cause, who was born on the 27th of July, 1840.

Mr. Richard Palmer Roupell had amassed in the course of his life a very large fortune. He was possessed of personal property at his death to the amount of somewhere about 120,000*l*. And he had invested somewhere about 200,000*l*. in real estate in this county, in Essex, in Hampshire, in London, in Southwark, and in Lambeth. All these estates had very frequently during the last sixteen years of his life been the subject of formal disposition by wills, prepared for him by gentlemen of great respectability, Messrs. Ring, Proctors in Doctors' Commons, whose office was within five minutes' walk of his residence, and in whom he appears to have reposed unbounded confidence. He executed a will prepared by them in the month of March, 1839, a codicil to that will in December of the same year, and another codicil in January of the following year. He executed another will, prepared by

them of the date of the 9th of October, 1840, three months after the birth of the plaintiff, his only legitimate child, and by that will he devised, among other properties, to trustees, for the use of the present plaintiff, Richard Roupell, the Kingston and Norbiton Park Farm estate, which is the subject of this action. He executed another will, prepared by Messrs. Ring in 1843, of which a draft has not been kept, and of which nothing is certainly remembered, except that it, like the other wills which preceded it, revoked the will immediately preceding that which he executed. On the 1st of October he executed another will, prepared also by Messrs. Ring, and in that will he disposed of all his property, and devised it all to trustees—some of the estates to one child, some to another, and he devised to Richard Roupell, the plaintiff in this cause, along with several other estates (indeed, I believe nearly all his property in the country), this estate, and those country estates, to trustees, to the use of the present plaintiff, Richard Roupell.

He appears to have been contented with that will until one of the trustees appointed by it—namely, a Mr. Patrick Hughes—died. Hughes died in the month of December, 1855, and in the month of July of the following year, Mr. R. P. Roupell spoke to a friend of his of the name of Clarke, and told him that he intended to substitute his name and the name of Mr. James Surridge as trustees in the place of the name of Mr. Patrick Hughes, who had died. He then produced a will, and in the presence of Mr. Clarke struck out the name of Patrick Hughes, inserted instead of it the names of Mr. William Clarke and Mr. James Surridge, and requested Mr. William Clarke to attest the alteration by signing his name at the foot of the page in which it had been made. He thereby indicated as clearly as possible his intention to confirm the will of October, 1850. But it occurred to him shortly after that it would be right to leave legacies to the new trustees, and to other persons whom he was desirous of befriending, and he accordingly, on the 30th of August, 1856, just twelve days before his death, went to the office of Messrs. Ring, the proctors, took with him a memorandum of instructions for a codicil, containing a list of several persons to whom he desired to leave sums of 30*l.*, 20*l.*, 10*l.*, and 100*l.*, and in particular the names of Mr. Surridge and Mr. Clarke, to whom he proposed to leave legacies of 150*l.* He brought his will with him, and when it was placed in the hands of Mr. Sharpe, the clerk of Messrs. Ring, Mr. Sharpe told him that he was mistaken in thinking that the mere substitution by him, without formal attestation, of the names of Clarke and Surridge for the name of Patrick Hughes would have effected his intention, that the will required to be attested again. "But," said he, "as you intend to have a codicil prepared, and to execute that codicil, it can all be set right in the codicil." "Well, how long will it take?" said the old man. "Oh, we will do it for you in half an hour," at which he was much pleased, and a codicil was accordingly drawn up, and by that codicil the testator confirmed the will of October, 1850, making merely the alterations in it which I have mentioned. That codicil is a confirmatory document, which will be spoken to by Mr. Ring, and by the clerk, Mr. Sharpe; and there can be no

question whatever, even if this part of the case rested upon that fact, that on Saturday, the 30th of August, 1856, he meant the will of October, 1850, to be his last will and testament. The codicil was drawn up in due form. "This is a codicil to the last will and testament of me, Richard Palmer Roupell, which will bears date the first day of October, 1850. Whereas by my said will I appointed my wife Sarah Roupell, my son William Roupell, Richard Stevens, and Patrick Hughes, to be executors and trustees of my will, the guardians of my minor children, and whereas the said Patrick Hughes has departed this life, and I have since the execution of my said will made some alterations in the first side thereof stating such fact, and appointing or intending to appoint Mr. James Surridge and Mr. William Clarke to be executors and trustees thereof along with my said wife and son and Richard Stevens, and whereas I did not re-execute my said will except by showing such alterations to the said William Clarke, who then subscribed his name at the bottom of the first side thereof, I do hereby appoint the said James Surridge and William Clarke to be executors and trustees of my said will and guardians of my minor children, along with my said wife Sarah Roupell, my son called William Roupell, and Richard Stevens named in my said will, and I give unto them, the said James Surridge and William Clarke, the legacy or sum of 150*l*. each, free of the legacy duty, for their undertaking the trusts of my will. And I direct that in every place in my said will in which the names of the said Sarah Roupell, William Roupell, Richard Stevens, and Patrick Hughes appear as executors, trustees, and guardians, the same is to be read as if instead thereof the names of Sarah Roupell, William Roupell, Richard Stevens, James Surridge, and William Clarke appear originally therein. And I bequeath to my housekeeper, Mrs. Hunnum, a sum of 30*l*., and to the following men in my employ the following sums." It is perfectly clear, gentlemen, with the codicil which I have read to you, and from the circumstances which attended its execution, that on that day, the 30th August, 1856, he meant to confirm in all material particulars the will of October, 1850, and you will have no doubt, upon the evidence which I shall lay before you, that by that will the property in question, the Norbiton Park Farm, was devised to the trustees named in the will, to the use of Richard Roupell, the plaintiff in this cause.

Now, gentlemen, there are several small circumstances, in addition to those which I have mentioned, which make it abundantly clear that at that date, and some days after, the testator believed that he was possessed of the Kingston Norbiton Park Farm estate, and that he intended it to be the property after his death of Richard Roupell. A very few days before his death he went over the Kingston Farm in company with his bailiff, a man of the name of West. He had already reached, or nearly reached, the age allotted to man, and he said to West that his health was failing, and that most of his family had died at about his age, or had not exceeded his age, and that he thought his end could not be far off, "and when I am gone," he said, "this property will have to be managed by you for my son Richard Roupell." The day after he executed the codicil, he went, as was his wont, to his

house at Brixton, Aspen House. The next day he was visited by Mr. James Surridge, one of the trustees who had been substituted for Patrick Hughes, and James Surridge, and James Surridge's son, Mr. Daniel Surridge, I think, visited him on Monday, 1st of September; and he told Mr. Surridge that he had appointed him one of the trustees and executors of his will and the guardian of his infant children, and that he had left him a legacy of 150*l*. I shall prove to you, by other little circumstances, that he had not at that time the smallest doubt that the Kingston property was at his entire disposal. West, his bailiff, managed it for him up to the last hour of his life. He supplied West, the bailiff, with money for its expenses; he received from West, the bailiff, the proceeds of it. Some cottages had been built upon it, into one of which he moved West, the bailiff, from a farmhouse which he had occupied, and you will find that in every possible way in which a man can indicate his conviction that a property is his own, to be done with by deed or will as he thinks proper, Richard Palmer Roupell, up to the last moment of his life, indicated his belief that this Kingston estate was at his disposal.

But, gentlemen, although he believed that he had done nothing to take the Kingston estate out of him, and to prevent him from disposing of it in any way in which he might think proper, that estate had been dealt with, and persons had acquired, as they supposed, interests in it through the fraud of another person—his natural son, William Roupell. Now I shall satisfy you, beyond all question, that William Roupell, in the year 1855 (the end of 1854, and the commencement of 1855) was in great pecuniary difficulties. He had become involved in pecuniary transactions with the husband of his mother's sister, a gentleman of the name of Watts. He must have lived himself an extravagant life; for there is no question, and you will be perfectly satisfied of it, that in 1855 he was much pressed by creditors, and was greatly in want of money. He seems to have thought that a small property in the immediate neighbourhood of another property of his father's, the Roupell Park estate, which property is not in any way the subject of this action; he seems to have been of opinion, that by possessing himself of the small property near the Roupell Park estate, and which belonged to a gentleman of the name of Treadwell, that he could relieve himself from the embarrassments which oppressed him; and he accordingly entered into a negotiation with Mr. John Treadwell, the owner of that small property, for the purchase of it, and the conveyance of it to him: and Mr. John Treadwell seems to have assented, after a considerable time, to the sale of that property for the sum of 5000*l*. Now, gentlemen, I shall be in a condition to satisfy you that at that time (January, 1855,) the testator believed, and had believed for at least three years, that a company (the Unity Fire Insurance Company) had appointed William Roupell, who had been admitted as an attorney, having been articulated to gentlemen of the names of Haslam and Rees, to be their trustee of a building fund of 50,000*l*., and that they had become lessees of the Roupell Park estate, and intended to expend that 50,000*l*. upon it; also that they had become lessees of it at a rent of 2750*l*. per annum. I shall give you undoubted proof that that was the impression

of the testator. I shall prove to you, for instance, that in November, 1854, a gentleman of the name of Graves, a parliamentary agent, was employed by a Mr. Harding, the promoter of the Westminster Terminus Railway Extension (Clapham to Norwood), to prepare the ordinary book of reference of the lands through which the line was intended to pass; and that having understood from a labourer upon the Roupell Park estate, that the property belonged to Mr. Roupell, of Cross-street, he went to Mr. Roupell, to ascertain whether he was the owner, and who the tenants were; and he learned from Mr. Roupell in that month, November, 1854, and accordingly entered it in his book of reference, that Richard Palmer Roupell, the testator, was the owner, and that the Unity Fire Insurance Office were the lessees. I shall prove to you, that after that date, and in July, 1854, he sent a notice to the tenants, under the impression that William Roupell was acting as the trustee for the Unity Fire Insurance Office, to pay their rents to him; and I shall show you, in a book which he kept in his own handwriting of the rents received by him for the Roupell estate, an entry of April, 1854, in which he says, repeating it in several places, "This ends my due; after this the Unity Company will pay me."

Now, then, gentlemen, I introduce to you the state of the testator's mind as to the position in which he then stood, as lessor and owner of the Roupell Park estate, merely to explain to you the circumstances under which the Kingston property—the property in question in this cause—was dealt with by William Roupell. He wanted this piece of land, belonging to Mr. Treadwell, which was close to the Roupell Park estate; and he had so dealt with the Roupell Park estate as to make it convenient and advantageous to him to get that piece of land, and he accordingly went to his father, who was under the impression that the whole of the Roupell Park estate was under lease to the Unity Fire Insurance Company, and he said that he had an opportunity of buying that estate for 5000*l.*, and that the Unity Fire Insurance Company would be willing to pay a rent of 250*l.* for it, which would increase the whole rental of the Roupell Park estate, that piece being thrown into it, from 2750*l.* to 3000*l.* The testator listened to that proposal, was willing to accede to it, and finally agreed to do so; and upon the 16th of January, 1855, William Roupell having told him that Mr. Treadwell had agreed to part with the estate, the testator gave William Roupell a cheque for 500*l.*, to be paid to Mr. Treadwell as a deposit—a cheque upon the Bank of England, in favour of John Treadwell or bearer, and upon the 25th of the same month he gave him a cheque for 4500*l.*, as the remainder of the purchase-money to be paid to Mr. Treadwell. Now, I shall satisfy you that the first of these cheques was paid into the Union Bank, to the credit of Mr. Watts, with whom, as I told you, Mr. William Roupell had had many pecuniary transactions; and I shall satisfy you that though he paid it to the account of Mr. Watts, it was in truth money applied by William Roupell to his own purposes. I shall satisfy you also that the cheque for 4500*l.* was taken by William Roupell to the Bank of England, where he also kept an account, and it was paid at the Bank of England to the credit of his own account. I shall satisfy you that Mr. J. Treadwell never received

one farthing of it, by calling Mr. Treadwell himself, and I shall prove to you that the name John Treadwell endorsed on both these notes is a forgery.

Gentlemen, the negotiations with Mr. Treadwell continued, and Mr. Treadwell, after the bargain had been completed, was put off from month to month. He wanted his purchase-money, and his purchase-money was not forthcoming, and at last William Roupell agreed positively to complete the bargain, and pay the purchase-money on the 1st of August. He at the same time resolved upon the mode of raising the money, and he resolved to raise the money on the Norbiton Park Farm, the Kingston estate of his father; and he went about it in this way. He told his father that the Unity Fire Insurance Company, who by this time the testator had believed for three years to have been the clients of his son, would not be indisposed to take the Kingston property on a long lease if they were perfectly satisfied as to his title to it, and after discussing the matter some time with his father, his father said, "Well, get out the deeds, and you will soon see if it is all right, or if there is any difficulty about it." The deeds were got out of the old man's strongbox and looked at by William Roupell. William Roupell had been at that time (although he had not been practising much) a solicitor for three years, and his father had the utmost confidence in him. William Roupell looked over the deeds, and said, "Some of the deeds are missing; you have not got them all." Now on the conveyance of this estate to the testator, Messrs. Marson and Dadley, solicitors, had acted for him, and it occurred to William Roupell that the easiest way to get the deeds from his father would be to suggest that, as they were not all there, they very probably would be at Messrs. Marson and Dadley's, and that he should take the others there for the purpose of their looking over them, after which, as his clients, the Unity Fire Insurance Company, insisted that they should be examined by their conveyancing counsel, they could go to Mr. Leech for that purpose. Now of this fact there is evidence, gentlemen, which cannot mislead you. In a book kept by the testator under the date of the 6th of July, 1855, there is a writing in William Roupell's hand as follows:—

"Memorandum. William Roupell this day takes the conveyances of the Kingston estate to Marson and Dadley's, for inquiry after title—deeds, and afterwards to see Mr. Leech for opinion upon title.—William Roupell."

He took the deeds under that pretence, but he never went near Messrs. Marson and Dadley. They had for some time, owing partly to his having been articulated to Messrs. Haalam and Rees, and having become a solicitor himself, done scarcely any business for the testator. He did not take the deeds to them at all, but he took them to Mr. Powell, a law-stationer in Parliament-street, straight away. He took them on the 16th of July, and he told Mr. Powell to prepare at once, upon parchment, duplicates of all the deeds. Now, the deeds were of considerable length. They were conveyances to the testator to such uses as he should, by any deed signed by two witnesses, appoint—conveyances to him from a family of the name of Bullock, the head of which was one Jonathan Bullock, as to the principal part of the Kingston



estate; another conveyance from the Mayor and Corporation of Kingston, with the sanction of the Lords of the Treasury, and a third conveyance from a gentleman of the name of Elphinstone. These deeds he took to Mr. Powell, and desired him to have prepared, with as little delay as possible, duplicates on parchment, and to have them ready on Thursday, the 19th of July. Some of these deeds were of course of considerable age, others of a more recent date. The work was immediately put in hand, and the deeds were ready for William Roupell on Thursday, the 19th of July; but William Roupell was under an engagement to Mr. Treadwell to complete on the 1st of August, and no time was to be lost. He accordingly applied to Mr. Foster. Before he could get the deeds from Mr. Powell, he applied to Mr. Foster, an auctioneer and valuer, and he went with Foster and the bailiff West, to value the Kingston estate. He had arranged with his friend and uncle, Mr. Watts, a building scheme to be shown to the valuers, for he wanted a considerable sum of money—he wanted to borrow 7000*l.*, 5000*l.* of which was to go to Treadwell, and his object was to get the valuation of the property put as high as possible, and accordingly he obtained the valuation of the Kingston property put at 15,000*l.*

All the deeds, with the duplicate counterfeit deeds, were returned on the 19th by Mr. Powell, and William Roupell took them at once to a solicitor of the name of Whittaker, and he told Mr. Whittaker, handing to him the original deeds—the counterfeit deeds he wanted for his father and for his father's strong box—he told Mr. Whittaker to prepare at once a deed of gift and of appointment from his father to himself, William Roupell. Mr. Whittaker at once engaged to do so; the draft was prepared, and was sent to William Roupell for his father's approval. William Roupell returned the draft in quick time "approved," and with orders to engross the deed; the deed was engrossed, I think, by the 26th or 27th of July, and sent to William Roupell for execution by his father. William Roupell saw Mr. Whittaker about that time, and Mr. Whittaker told him that as the conveyance to his father was to such uses as he might by any deed attested by two witnesses appoint, that therefore two witnesses were necessary to the execution of the deed by his father. William Roupell forged his father's signature to that deed, and then took it to Aspen House; and having sent for two persons—two respectable men of the name of Truman and Dubb, who were at that time in his employment on the Roupell-Park estate—he asked them to attest his signature to a deed. He placed the document before them, and he covered the attestation clause in such a way that they should not see what they really were attesting. They wrote their names under an attestation clause, and by so doing they professed to attest the signature, not only of William Roupell, but of his father, Richard Palmer Roupell.

I shall call those persons before you, and they will swear that the signatures are theirs, but that they never saw the testator, Richard Palmer Roupell, execute the deed. They are not now in the employment of the Roupell family, but are in the interest of parties who are very desirous that the plaintiff should not succeed in this cause.

Having thus executed the deed, he had to prevent any suspicion arising in the mind of his father. He had kept back the counterfeited deeds when he gave the real deeds to Mr. Whittaker. These counterfeited deeds were intended for his father's strong box; but although his father had unbounded confidence in him, he was a man who looked a good deal after his own affairs occasionally, if not always. William Roupell forged two counterfeit title-deeds and the names of all the conveying parties in the real deeds, and then replaced them in the repository of his father. Having delivered the deed as if executed by his father, to Mr. Whittaker, Mr. Whittaker at once applied to a client of his, a lady of the name of Douglas, who had money which she wished to invest, and obtained a loan of 7000*l.* on the property. I think the loan was obtained on the 29th of July or the 1st of August, and on that very day 5000*l.* was paid to Mr. Treadwell, and the remaining 2000*l.* pocketed by Mr. William Roupell. Gentlemen, in consequence of the signature of his father having been thus forged by William Roupell, and the estate having afterwards been sold to the defendant, as I told you at the commencement of my address, in the year 1861, the defendant is in possession of this deed, and having had an opportunity of inspecting it, the proof that it is a forgery will consist in evidence infinitely stronger than any opinion of experts as to the genuineness of the handwriting of that deed. But to defend the action, the defendant must produce the deed; and whenever it is produced, I undertake to satisfy you, not only in the ordinary way in which such facts are proved, but by the evidence which I shall lay before you, and by other evidence, that it is undoubtedly a forgery. Well, for a time, this loan obtained upon the Kingston property relieved the difficulties of William Roupell; but he was hopelessly involved. He had claims upon him which it was utterly impossible for him to meet; and in the month of January of the following year it became necessary for him to resort to another expedient. The testator, his father, had a small property in Essex, consisting of two farms, Bowlands and Bewry, and the estate was known by the name of the Great Warleigh estate. A man of the name of Hawes was the tenant of Bewry, and a man of the name of Springham was the tenant of Bowlands. William Roupell wanted 12,000*l.*, and he determined to raise it upon this estate. He accordingly got the title-deeds and the leases of this property from his father. He had counterparts made of the leases, with this difference, that he increased the rents considerably. The higher the rents, the greater in the estimation of the valuer would be the amount which could properly be lent upon the estate. He then forged his father's signature to a deed of gift of that estate. He got Mr. Whittaker again to prepare that deed. He told Mr. Whittaker that the tenants were willing to consent to an increase of rent on a longer lease being granted to them. He gave him the counterfeit deeds, and Mr. Whittaker, with the forged deed of gift of the Great Warleigh property and the counterfeit leases, got a valuation of the estate at 18,000*l.*, and borrowed 15,000*l.* upon it. The thing was all done upon Mr. Whittaker's faith and reliance in the honesty and integrity of William Roupell. Mr. Whittaker does not appear, at least from his

conduct, to have had any suspicion that there was anything wrong in it. However, that was the position of William Roupell in the month of January, 1856. Nothing occurred in the early part of that year, or before the month of August, to relieve him from his daily increasing embarrassments. He seems to have played his last card with that estate. He does not appear to have had the least knowledge that his father had prepared the will of which I told you, in October, 1850, or that he was preparing, on the 30th of August, a codicil to that will. On the 12th of September his father died, and a notice of it was immediately sent to Aspen House, where William Roupell, who had also chambers in St. James's-square, frequently resided—to him and to his mother. They came at once together to Cross-street. They saw Mrs. Hunnum, the housekeeper, and Mrs. Hunnum produced the keys of the testator. Mrs. Roupell was overwhelmed with grief, and declined to go up to the bedroom of her deceased husband. She gave the keys to William Roupell, and he, after a short time, went and examined the strong box, or safe, of the testator in his warehouse or shop, and afterwards went up into his father's bedroom. He opened the escritoire, which was in that room, and there, after a short search, he found what appeared to be a deed or will. He opened it, read it carefully, and found it to be a will—the will of October, 1850, with the codicil of the 30th of August, of which the ink was yet pale—endorsed upon it. He stood there face to face with his dead father, and with his dead father's will in his hand, and that will informed him that within a very few minutes after he should hear “ashes to ashes, dust to dust” pronounced over his father's body, he must stand face to face with his father's executors, Mr. Clarke, Mr. Surridge, and Mr. Stephens, all men of business, all men of respectability, appointed by that will to be the trustees for the benefit of his, the testator's, wife and children, and the guardians of his infant child. He found in that will that the estate of Norbiton Park farm, or the Kingston estate, and the Great Werleigh estate, and the Roupell Park estate, were devised to trustees for the benefit of his young brother, Richard, the plaintiff in this case, who was a boy at school, only sixteen years of age. That will was his ruin—it was destruction to him, to his honour, to his character, to his liberty, to his memory. If that will saw the light, he and all who bore the name of Roupell were disgraced, so far as the disgrace of one relative can attach to another. “Conscience,” it is said, “makes cowards of us all;” but William Roupell was a bold, able, resolute, determined man—a man possessed of qualities which, if devoted to worthier and higher objects, might have obtained for him an honourable reputation. Conscience made no coward of him. So he made up his mind—standing face to face with his dead father upon the bed—he made up his mind at once to the course which he would pursue. If that will were to take effect it was plain that he was ruined. It would not do to destroy the will, because probably there was a draft of it at Messrs. Ring's. The will must be annulled—must be allowed to exist for a time, but destroyed of all effect. A new will revoking it must be prepared, and this time he could not avail himself of the unflinching confidence of Mr. Whittaker in his honourable character. He must do it all himself, and he had but little

time to do it in. He slept at Cross-street every night while his father's dead body lay there. He knew that there was a man in his father's employment of the name of Muggeridge, an aged man, eighty-five years of age, and who could not live long; and he knew that "dead men tell no tales." Muggeridge was a collector in the service of the deceased testator, and had always, or almost always, money in his hands belonging to the testator. He went to Muggeridge, with a pretended message from his mother, the day after his father's death, and the message was, that Mrs. Roupell desired him to give Muggeridge five pounds for mourning—a thing that was quite unnecessary, because Muggeridge might quite as well have been told to buy the mourning, and to take credit for it in account; and he had never been to Muggeridge before. Muggeridge lived at Kennington-cross, and there were no relations between him and Muggeridge which would have induced him to go there at all. He gave five pounds to Muggeridge, and he then asked Muggeridge to sign his name to a receipt. He thus had the signature of Muggeridge to copy and to imitate, and he resolved that Muggeridge should be one of the attesting witnesses to the new will. There was not time, you know, to prepare a will devising the property to trustees, and devising one property to trustees for the benefit of one child, and another property to trustees for the benefit of another child. That would not have answered his purpose, for he wanted the whole control of the whole of the property of the testator; but he knew that there were such things as common comprehensive forms of wills by which testators leave all their property, real and personal, to persons whom they intend to benefit; and he went to Mr. Costens, a stationer, in Nag's Head-court, Gracechurch-street, and he there purchased one of those forms, which he filled up—filling up the blanks, adapting it to the circumstances of the testator's property, and devising in his own handwriting all the property to his mother, appointing himself and his mother executor and executrix to the will. Gentlemen, that will was at Doctors' Commons, and it is here to-day. It has been inspected by many persons well acquainted with the character of the testator's handwriting, and to whom the character of William Roupell's handwriting, and of Muggeridge's handwriting are well known. They will satisfy you, I have no doubt, that every word of that will, including his own signature, which was written with a gold pen (which he was in the habit of using), as attesting witness to the will—the whole of the body of the will, and the pretended signature of his father, were written with a quill—all of them are in the handwriting of William Roupell. And I have no doubt that I shall be able also to satisfy you that the signature, J. Muggeridge, is not the signature of that man. I shall prove to you that it was a copy of that receipt; and his widow and her sons, and others who knew him well, and experts whom I shall call before you upon this part of the case, will, I think, prove to your entire satisfaction, that all the signatures of that will, and the signature of Muggeridge particularly, except, of course, the signature of "William Roupell," are forgeries.

Now, gentlemen, there is a circumstance to which I must briefly call your attention. Mrs. Roupell, the mother of William Roupell, the

widow of the testator, went with William Roupell to the testator's house as soon as she heard of his death, and she had been in constant attendance on him, not passing the night in the same house with him except the Sunday when he went to Aspen House. From the 5th of September until the day of his death, his health had been failing, and she had been in almost constant attendance on him during the day. It does not appear that she had any knowledge of the contents of any of his wills. I do not know, gentlemen, whether the view which I take of this fact be consistent with such limited observation as we have in matters of this kind; but I submit to your judgments that a woman, who has consorted for many years—as many as twelve years—with a man furtively, in secrecy, and in concealment, never enjoys that confidence which is reposed in a wife. There is something in the solemn engagement to take a woman “for better or for worse, in sickness and in health, in riches and in poverty, until death shall us part,” which unites and identifies the man and woman in a way which mere natural affection and such casual and untried happiness as an illicit connexion can create can never afford. And little can a woman be the friend, in the full sense of the word, of a man who has dallied with her for years as a toy to be broken and replaced at his caprice—as a woman cannot be what a wife is, the glory of a man, so long as she continues to be his shame. Mrs. Roupell had passed the greater part of her womanhood—for she appears to have become connected with Mr. Roupell the testator at the early age of seventeen—in the capacity of his mistress. She had lived for some time under the assumed name of Mrs. Carter, in Clarendon-street, Somer's-town, where her eldest son was born. She afterwards went and lived in Pitt-street, Peckham, until September, 1839—that is, nearly a year after her marriage, under the name of Mrs. Carter; and even when they were married, there never was that open, constant cohabitation which usually subsists between man and wife. He visited her on Sunday night and returned on Monday; but probably, if all the hours that they had passed together were reduced into days, or into months, she did not, during the whole term of their connexion, spend six months in his company. Don't suppose that I am inclined in any way to speak unkindly of poor Mrs. Roupell. She seems to have been a faithful companion, a true-hearted woman. We all know perfectly well that if women don't become wives, it is not their fault; and if men, under such circumstances, were as willing to become husbands as women are to become wives, there would be much less sin and much less misery in the world. However, Mrs. Roupell did not to that extent—the extent of perfect and entire confidence—enjoy the confidence of her husband; and it does not appear that she was informed of the contents of any of the wills. However, the will being prepared in this way, William Roupell went boldly, and no doubt sorrowfully, to the funeral. He returned with the mourners to the house. Very few were present. His uncle Watts was there. The medical attendant was there. And he produced the will—gave it to Watts, and Watts read it to the company. And inasmuch as the whole property was disposed of to Mrs. Roupell, if anybody entertained a doubt, he did not venture to breathe it. Surridge, I think, who was not there, and Clarke, who

was not there, mentioned it afterwards to William Roupell, and said, "You are aware," said one or both, "that I am appointed executor by your father's will."—"Oh yes, you were," said William Roupell; "but he made another will after that. However, it will make no difference to you; you will have the 150*l.* just the same." And so he passed it off. The will was dated the 2nd September, 1856. I beg your attention to that date. He had seriously, deliberately, after thinking of it for a considerable time, prepared a memorandum for a codicil which he intended Messrs. Ring to engross upon the back of the will only three days before the date of this will. The 3rd August was the day the codicil was prepared, only three days before the date of that will. He had—it is a little circumstance, but it is worthy of your attention—his wife living at Aspen House. He was indebted, and no doubt felt obliged, to his housekeeper, Mrs. Hunnum; and he had, just before he prepared the codicil, repeatedly asked her how she spelt her name; said it was an odd name, and he always forgot how to spell it; and in the codicil to his will he left a legacy to her. The 2nd September is the date of that will—the forged will.

Well, now, gentlemen, let me bring under your notice shortly what I can prove as to the employment of William Roupell on that day. I think I shall be in a position to satisfy you that that will cannot have been executed by his father or by himself as attesting witness, or by Muggeridge, on that day. Let me call your attention briefly to the facts, which I think must satisfy you that it cannot have been so, considering all the circumstances of the case, and the short time which had passed since the execution by the testator of this codicil. I will prove to you that on the 2nd September William Roupell was at the Roupell Park estate, and that he was in company with a person of the name of Trueman nearly the whole of that day. Now, I have a letter of his of the 2nd September, 1856, addressed from Aspen House, Streatham Hill, to Messrs. Barnes, the contractors for laying out the roads on the Roupell Park estate, in which he points out to them, in considerable detail, the defects of the road in various places, and what it would be necessary to do in order properly to execute their contract. It is plain, therefore, that until the middle of the day—for he did not leave, as I shall show you presently, the Roupell Park estate until one o'clock—he was occupied about matters which would hardly have occupied him if his father had desired his presence to attest a new will. He left Roupell Park at one o'clock, and he drove with Trueman, the man with whom he had been occupied in going over the estate during the morning, to Messrs. Gabriel's, the timber merchants in the Belvidere-road, Lambeth; and he went there for the purpose of introducing to Messrs. Gabriel Mr. Trueman as a customer; and I shall prove to you, by producing a letter of that date, and by the evidence of Messrs. Gabriel and Mr. Trueman, that being pressed by Messrs. Gabriel to become guarantee to them for any goods that they might supply to Trueman, he declined to do so, but he said, "I will write you a letter telling you what I know of him." And he wrote this letter at about half-past one on the 2nd September, in Messrs. Gabriel's counting-house. It is short, and I will read it:—

"DEAR SIR,—I have the pleasure to introduce to your firm Mr. John William Trueman as a customer. He is likely to do a great deal of work for me, and I know him to be a responsible man. Yours faithfully,

WILLIAM ROUPPELL."

Well, having done business at Messrs. Gabriel's, they drove on to the Unity Bank, in the City, where William Roupell seems to have kept an account. He there drew a cheque for 150*l.*, and after staying with Trueman some little time in the City, he drove again with him to his chambers in St. James's-square, and paid that sum of 150*l.* into an account which he kept at Messrs. Herries, bankers, in the immediate neighbourhood. Trueman left him somewhere about three or four o'clock in the afternoon; so that I shall show you that on that day in which, if this will be a good one, he was engaged, according to the case on the other side, in the important business of attesting a new will of his father, he was actually employed the whole of the day about other matters. I shall prove to you that during that day he could not have been in the company of Muggeridge. Muggeridge lived at Kennington Cross, and Muggeridge was in the habit of going to the testator's, in Cross-street, every Friday; but the 5th of September was a Friday, and I shall satisfy you by evidence, with the detail of which I will not weary you—the evidence of his widow and children, and the evidence of tenants of the testator's from whom he collected rents on the 2nd of September—that he could not have been at Cross-street on that day.

Now, gentlemen, that is the general outline of the evidence on which I rely to satisfy you that the deed of July, 1855, the alleged deed of gift from the testator to William Roupell of this Kingston estate, was a forgery; and the evidence upon which I rely to satisfy you that the will of the 2nd of September, 1856, was also a forgery. I do not tell you all the proof I have to lay before you in order to confirm the evidence which I have stated to you, for there is another description of evidence as respects the documents which we have had an opportunity of inspecting. No evidence as to character of handwriting, of persons acquainted with the handwriting of the parties whose names appear to this will, and of experts who are accustomed to inspect and examine handwriting, and form a very accurate opinion frequently as to whether it is genuine or not, will be wanting in support of the plaintiff's case, and of the evidence which I have detailed to you. Mr. Roupell, having succeeded in passing through the ordeal of the meeting after the funeral, next took the forged will to Messrs. Ring, in whose office, only twelve days before, the testator had given elaborate instructions for a codicil to the will of 1850. I need not tell you that Mr. Ring was exceedingly surprised when called upon by Mr. William Roupell to obtain probate of this forged will. In the first place, he suggested to William Roupell that his mother ought to be the executrix, and that she, and not he, ought to take out probate; and that plainly was honest and sensible advice. William Roupell said that was not his view of the case, nor his mother's; and shortly after he returned to Messrs. Ring, and produced a letter from his mother, in which she said she was so distressed, and had such confidence in her son, that she wished him to have the probate

of the will and to act as sole executor. Accordingly, he alone proved the will, and he alone became executor, the property being all, according to that will, if valid, the property of his mother. He had unbounded influence over his mother. Her establishment continued at Aspen House as it had done before. A very small amount of money was necessary comparatively to maintain that establishment. She went every day to Cross-street to receive such payments as her husband had been in the habit of receiving; but she left the whole management of the property with the exception of those small details, to William Roupell; and she does not appear to have been a person who ever had the least opportunity of being acquainted with business of any kind. As to her youngest son, he was, at the death of his father, as I have told you, only sixteen, and his thoughts were about other things than wills and properties, and he relied, no doubt, entirely upon his mother and his elder brother. William Roupell very soon embarked in a career of extravagance and ambition, such as it was, which astonished, and to some extent scandalized, the metropolis. He set up for the borough of Lambeth, and he seemed to act like a man who was resolved to get rid as fast as possible of the burden of his superfluity of wealth. He sold estate after estate; he got his mother to consent to the disposal of property after property, under a promise to settle upon her 3000*l.* a year; and so it went on until he became hopelessly involved, and the discovery was made as to his dealings with the various properties of his father, and which left him no escape but to tell the truth to those who were interested in making the inquiry, and who were not the owners of this property—the Kingston property—but persons who represented the mortgagees of other properties of the testator, mortgaged to them by William Roupell under powers derived from what were fraudulent deeds of gift. Young Richard Roupell, the brother, lived at Aspen House, and amused himself as young men do. He seems to have been very fond of carpentering; he was fond of horses; he joined a rifle corps, and, with little thought of the morrow, he had been entered at the Temple after he came from school—he made sure, up to a certain time, that everything was all right, and that his brother and his mother would look after his interest. But at last when he came to be of age his position became uncomfortable. There was too much of dependence in it, and too much of uncertainty as to his means, which you will find he beautifully, at least very distinctly and naturally, describes in a letter which he wrote to his brother, of the date of November 1861. It is as follows:—"I make no doubt that we shall have some strong attack upon"—

Mr. BOVILL.—A letter written by Richard Roupell to his brother; it is not the slightest evidence in the case. My friend has opened a great deal that is not evidence; but I have not interposed. The greater part of his statement is not evidence in the least. At last it comes to a point when it is impossible I can sit still any longer. Three-fourths of all that my learned friend has stated certainly is not evidence in the least.

SERJEANT SHEE.—My lord will determine that. I will not enter into any altercation about that now; but if it was not evidence, it was my friend's duty to have interfered; and he would have interfered if he could.



MR. BOVILL.—On the contrary, it was my friend's duty, knowing his case, not to state anything that is not evidence.

MR. BARON MARTIN.—How do you make that letter evidence?

SERJEANT SHEE.—Well, if it is objected to, I will not read it. Shortly after that letter, William Roupell made a proposal to his brother Richard—

MR. BOVILL.—That I also object to entirely.

MR. BARON MARTIN.—I understand Mr. Bovill's client claims under a deed of gift, and under a will?

MR. BOVILL.—Yes.

MR. BARON MARTIN.—Then anything done by William Roupell after Mr. Bovill's client had obtained a title, surely is not evidence.

SERJEANT SHEE.—We shall see.

MR. BARON MARTIN.—*Prima facie* it is not.

MR. BOVILL.—Our title commenced in the year 1855 under the deed.

MR. BARON MARTIN.—Mr. Bovill's title depends upon a state of things in 1855, and nothing afterwards done by William Roupell to derogate from that can be evidence in the case. We shall see when it comes, but *prima facie* it is not evidence.

SERJEANT SHEE.—I will abstain from any further statement after what my lord has said. I have little more to add as to the conduct of William Roupell. Suffice it to say that he left England on Sunday morning, the 30th of March, 1862, and before he left England a large quantity of papers were burned by him in the presence of persons.

MR. BOVILL.—I object to this statement. Your lordship has already ruled.

MR. BARON MARTIN (to the jury).—I have had some experience of you, gentlemen, and I am sure you will try this case upon the evidence.

SERJEANT SHEE.—Surely if I propose to give secondary evidence of documents, I may prove circumstances which would show that they have been destroyed.

MR. BARON MARTIN.—Certainly.

SERJEANT SHEE.—That is the evidence I have to offer. There is one circumstance, before I sit down, that I think it right that I should lay before you the general outline of the evidence, not merely the documentary evidence to which I have already adverted, but a general statement of the character and condition of the witnesses whom I shall call before you. I shall, in the first place, prove to you distinctly by several witnesses whom I will call in, the seizin of the testator Richard Palmer Roupell. I shall then prove the marriage of Mr. and Mrs. Roupell, and the birth of Richard Roupell the eldest son. I shall then go through the evidence the substance of which I have stated to you, which I think will be found every word of it admissible. I shall call Richard Roupell before you, and lastly, I shall call William Roupell, the brother of the plaintiff, before you. Now, gentlemen, as to William Roupell, I have refrained from making any observations upon his conduct which I could well avoid. William Roupell has ruined his mother and his brother. I can well understand that William Roupell may be prompted, though at the risk of most calamitous consequences to himself—he may be influenced to some degree by feelings of natural

affection for those whom he has injured, but he is also—and he is entitled to that justice at your hands—acting in coming forward on this occasion as a man would act who was under the influence (whether he has become so or not) of the highest principles of duty and of moral obligation. If he has done this wrong, no man who thinks seriously upon the subject can doubt for a moment that it is his duty to make reparation; and although in making that reparation he may seriously compromise the interests of the defendant, who has relied upon his truth and honesty, yet it is his duty to make it, and to come forward here and state the truth to you. You will judge from the manner of his statement whether it is not the truth that he forged the deed of July, 1855, and the will of the 2nd of September, 1856. With this evidence, and the documentary evidence which I have stated to you, I have no doubt—I speak not only my own opinion, but that of my learned friends whose assistance I have—

MR. BOVILL.—I object to any statement of my learned friend's opinion, or the opinion of his learned friends.

MR. BARON MARTIN.—You cannot object to counsel stating his opinion.

MR. BOVILL.—Not his own opinion or the opinion of his learned friend?

MR. BARON MARTIN.—Not if he thinks proper to do it.

MR. BOVILL.—It has been condemned over and over again. The mischief is done.

SERGEANT SHEE.—We will let my friend get a little calm. *Piano, piano!* get a little calmer. Do not distress yourself too soon.

MR. BOVILL.—I object to the irregularity and the impropriety of such observations.

MR. SERJEANT SHEE.—If my learned friend had heard my statement out, he would find there was no reason to object to it. There is nothing in the evidence but what, in my opinion and in the opinion of my learned friends whose assistance I have, but what is legitimate evidence in this cause. Whether my friend would have interrupted if he had known that William Roupell was about to be called I can hardly conjecture; but I am much afraid that during my long address hope has told him the flattering tale that William Roupell would not be called, and the moment he knows he will he cannot restrain himself—there is no course but to interrupt me. Now, gentlemen, I will place William Roupell in the box, and what William Roupell states upon his oath can be confirmed by evidence which, if it had been proved without William Roupell, would have gone alone far to convince you, if it did not entirely convince you, that the deed of July, 1855, and the will of the 2nd of September 1856, are forgeries, and the forgeries of William Roupell.

#### JAMES THOMAS WEST *Examined by MR. LUSH.*

You reside at Norbiton, I believe, and are a farmer there?—Yes.

Did you know the late Mr. Roupell?—Yes.

How many years?—You mean Mr. Palmer Roupell?

Yes, Mr. Richard Palmer Roupell—about?—I think, to the best of my recollection, about twenty-five years.

Were you employed upon the Norbiton estate before he bought it?—Yes.

Whose was it then?—Major Bullocks. It was always considered to be a family of the name of Bullock.

Were you employed by Mr. Roupell upon that estate before he bought it.—Yes.

Were you his bailiff on that estate?—I was not at that time.

Not when he bought it?—No.

What were you at that time?—Carman.

Did you afterwards become his bailiff?—Yes.

About what year?—I could not say.

How long before his death? about?—I should think about six or seven years.

Mr. BARON MARTIN.—What year would that be?

Mr. LUSH.—He died in September, 1856.

The witness.—Yes; this next September he has been dead these six years.

How often used you to settle your accounts with him?—Every week. And did that continue up to his death?—Up to his death.

Used you to receive the rents and then pay them over to him?—Yes.

How long before his death was it he came down to see you?—I cannot say to a few days; some time about the latter end—it might be as this month of August, 1856. I cannot say the 26th or anything at all like that, but it was about the latter end of August.

What state of health did he appear to be in then?—Very ill.

How recently before his death did you settle any account with him?—He died on the 12th. Only the Friday before he came down. I cannot recollect whether I went once or twice.

To town after that?—After he came down to me.

Mr. BARON MARTIN.—He says Friday, what Friday?

Mr. LUSH.—Do you mean the Friday before his death you settled with him?—Yes, the Friday before his death I think I was there, because he died on Friday, the day I should have gone up.

Did you continue the bailiff of the estate after his death?—Yes.

To whom did you account then?—To Mrs. Roupell. I think about two weeks, to the best of my recollection, I saw William Roupell before Clark took it in hand to do the booking.

Two weeks you saw William Roupell?—Yes, I never saw him do any booking, but he was there.

Up to what time did you account to Mrs. Roupell?—Up till about this time twelvemonth; about July last, I think.

Did Mr. Roupell build anything on the estate?—Yes, he built four cottages.

How long before his death was it that he built four cottages? Richard Palmer, the father, I mean; did he build the cottages?—Yes, he built two some two years before; he built the last two by the side of the road. There are four cottages on the farm.

After that did he convert one of those cottages into a shop for you?—Yes.

And did you occupy that up to his death?—I occupied that up to his death. After it was finished I went out of the farm-house into it.

How often used Mr. Roupell, the father, to come down to the farm?—I cannot say.

About?—Perhaps once a month or once in six weeks during the summer time; not so often in the winter.

Who ordered the repairs that were done?—To be done to the place at that time?

Yes?—Richard Palmer Roupell.

The father?—Yes: I never had any one else to consult about it during the time he was living.

Do you remember Mr. William Roupell coming down with anybody to see that estate before his father's death?—Yes.

How long before his father's death was that?—I could not say how long; I took no particular account; it must be, I should think, two years. I am sure I cannot say.

Did they go over the farm?—Yes.

Mr. BARON MARTIN.—“They?”

Mr. LUSH.—Mr. William Roupell; do you know the other persons?—I do not know the other persons.

Mr. BARON MARTIN.—Another gentleman came with him?—I think there were two came with him once.

What did they come there for?—Old Mr. Roupell told me when I went up to London to see him again—

Mr. BARON MARTIN.—Just attend to the gentleman's question.

Mr. LUSH.—What did they come there for?—I don't know, except they were to look at the land. I was told, to see whether it would do for building purposes.

Now, I believe you attended the funeral of the old man?—Yes; I did.

Who took the management of the farm when you gave it up; about two years ago, or a year ago, I think you said?—Mr. Waite.

Mr. BARON MARTIN.—The defendant.

*Cross-Examined by MR. BOVILL, Q.C.*

The property was put up for sale by public auction, was it not?—Yes; I believe it was.

And bought by Mr. Waite?—And bought by Mr. Waite, no doubt. Knocked down for 15,000*l*.?

Mr. BARON MARTIN.—That will appear.

Mr. BOVILL.—Were you at the sale?—No.

I thought you were. Were the carts and wagons, horses and harness, all sold also?—No; not at that time.

What became of them?—I took to them at a valuation.

All of them?—The whole of them.

What did you do with them?—What I didn't continue for my own use, I called a sale and sold again.

Did Mr. Waite buy some of them?—No.

Eh?—No.

He did not?—He was not there.

Were there sacks and carts, eh?—Sacks and carts.

Sacks, carts, and harness?—Sacks, carts, and two wagons.

Were those things that had been there in old Mr. Roupell's life-time?—Oh, yes, they were there in his life-time.

That is what I want to know?—Yes.

They were there in Mr. Roupell's lifetime?—Yes.

Do you mean to swear, Mr. West, that no change took place in any respect during old Mr. Roupell's lifetime in reference to that farm as to the person who was occupying or using it?—There was no alteration till the farm was sold.

No alteration of any sort or kind until the farm was sold?—No; because Burgess was the man who was sent down from London to tell me I was to keep the farm the same as usual.

Never mind what Mr. Burgess told you; that is not what I am asking you. You talked about accounting for rents from week to week. Who occupied the farm in old Mr. Roupell's lifetime?—That was only for the cottages that I paid rent for.

Who occupied the farm?—The farm was occupied by Mr. Roupell himself.

By Mr. Richard Palmer Roupell?—Yes, and I was only there as a servant.

And the cottages were the only thing you attended to?—The only thing I collected rent for.

Then, when you spoke of the rent of the Kingston estate, it was cottages. How many cottages?—Four.

And the land was occupied by Mr. Richard Palmer Roupell, was it?—The land was, and the house also.

You had got a cottage and shop, had you?—A cottage and small shop, a new one Mr. Roupell built.

Now, can you tell me what year it was that you first became bailiff there?—I really could not.

As near as you can?—I think he bought the farm about twenty-five years ago. Then two years it was on his own hands, and he then let it to a gentleman of the name of Mr. Gooch, from Suffolk, for ten years.

I asked you how long you were bailiff?—I never took account of the year I went in.

You can tell us whether it was two years, or three years, or four years?—Seven years, as near as I can guess.

Mr. LUSH.—Before his death?—Before his death.

Mr. BOVILL.—Now, have you yourself never done anything with respect to this property as being Mr. William Roupell's before the father's death?—No, I have never.

Have you never said it was Mr. William Roupell's?—No; I did not know whether it was William Roupell's, or whether it was not, because I never heard.

You did not know whether it was William Roupell's or the father's?—Mr. LUSH: He did not say that; he said he never heard it was William's.

I am certain it was the father's.

Mr. BOVILL.—Will you swear you have never said it was William Roupell's?—I will swear I never said it was.

Nor anything of the kind?—Nor anything of the kind.

Not to any person?—Not to any person, I will be upon my oath; because I never heard of such a thing.

You never heard of such a thing?—I never heard it was William's. That is not what I am asking: I did not ask you what you had heard, but what you had stated.—Never.

That you will swear?—That I will swear.

Have you never said anything to the effect that Mr. William Roupell was to occupy it?—No.

Have you never said anything to that effect—that it was his?—Never.

That you swear positively?—That I swear positively. I never said such a thing.

What is your occupation now?—A farmer, in a small way.

Where?—At Kingston, at Norbiton Common.

Your own land, or some that you hire?—Some that I hire of different people.

How long have you had the farm?—Well; I have had some of it about twelve months, and some of the land I suppose I must have had two years.

What is the quantity of the land?—Between sixty and seventy acres.

Which you are farming?—Yes; between sixty and seventy.

Have you been in communication with Messrs. Linklater on the subject?—No.

Do wait before you answer the question—how many times have you been to Mr. Linklater's office during the last two months?—I have been to Mr. Linklater's office once during the time.

Eh?—During one month or two months.

Eh?—Not above once.

Will you swear not above once?—I think I have been about once to his office: he has been once down to me; that makes twice I have seen Mr. Linklater, I think.

How many times the clerks?—I never saw his clerk there.

Have you got some people to come here as witnesses?—No, I have got no witnesses here.

No, no; have you not sent people to Linklater's office with evidence?—No, sir, no.

That is as true as what you have stated before?—That is as true as I am standing here now.

Do you happen to know Mr. Lamb, the poor-rate collector?—Yes.

Did you ever state to him that the farm was William Roupell's.—No.

That you swear?—That I'll swear.

You know Mr. Lamb?—I know Mr. Lamb.

Now, I ask you, in the year 1856, whether you did not state to Mr. Lamb that the property belonged to Mr. William Roupell?—No, sir.

There is no mistake about it—you swear that positively?—I could swear before a hundred magistrates that I never said such a thing: Mr. Lamb never asked me such a thing.

Swear it before my lord and the jury, that you never said to Mr. Lamb that the property belonged to Mr. William Roupell?—I never did.

You swear you never stated to Mr. Lamb that the farm belonged to Mr. William Roupell?—Never.

Never in your life?—Never in my life.

Did you ask Mr. Lamb to alter the name in the rate-book from Richard Palmer Roupell to William Roupell?—No.

Never?—Never.

Were you in the habit of paying the rates—the poor's rates and others in the parish?—Yes.

Did you always pay them in the name of Richard Palmer Roupell?—No; I won't say I paid them in the name of Richard Palmer Roupell after he died.

Will you swear that you always, down to the time of his death, paid them in the name of Richard Palmer Roupell?—No, I will not swear it, because I could not after his death.

Down to the time of his death, I ask you?—Down to the time of his death they were paid in the name of Richard Palmer Roupell.

Did you at any time give any directions for the name to be altered to William Roupell in the rate-book?—I never did.

Of any sort or kind?—I do not say that, after the death of Mr. Roupell, when I have been to him, he has said what name shall I enter it in, and knowing that Mr. William Roupell was the oldest at home along with Mr. Roupell, very likely I might have said, "You had better put it in his name, because he is transacting for the family." Very likely I did so.

Mr. BARON MARTIN.—After his death?—After his death.

Not before?—Not before.

Mr. BOVILL.—Not before?—Not before; not to a bill or anything whatever.

We shall see by and by. Pray, in old Mr. Roupell's lifetime, was not the name of William Roupell upon the carts?—No, decidedly not.

Will you swear that?—I swear that.

Upon none of them?—Upon none of them under my command.

Those that were about on the farm?—Those that were about on the farm, there was no one's name but "Richard Palmer Roupell" upon them.

During the lifetime of Richard Palmer Roupell, was not the name of William Roupell upon sacks used on the farm?—No.

That you state?—Yes.

Do you know a person of the name of Berry?—Yes.

Was he a man who contracted with the surveyors of the road for the road-drift, the man who was to get the road-drift or sand?—He was one of the surveyors.

And he was in the habit of getting it?—He was in the habit of getting it at times, as well as other people.

Do you remember his coming or sending to take some sand from the front of Norbiton Park Farm?—Yes; it was his son he sent that day.

And do you remember your sending the carts away, and not allowing them to take the sand in front of Norbiton Park Farm?—I remember following him and taking it away from him, and I will tell you why.

You would not let him have it?—I will tell you why I did that; he came inside our boundary gates.

Never mind why you did it.

Mr. BARON MARTIN.—Taking some what?

WITNESS.—Taking some sand from the side of the road that I had drawn up inside our gates. That was the reason I would not let him take it.

Mr. BOVILL.—How long was that before old Mr. Roupell's death?—I really cannot say.

But about?—It must be very near the time.

But how long before the time of Richard Palmer Roupell's death?—I could not say, because I never took notice.

About, to the best of your belief?—I don't think it could be more than eight, or ten, or twelve months.

Eight, or ten, or twelve months before Richard Palmer Roupell's death?—I do not think it could be more than that.

Did you state to Berry on that occasion?—Yes; Berry came over to me.

Wait one minute. Did you state to Berry on that occasion that the land belonged to your master, Mr. William Roupell?—No.

That you swear?—That I swear.

Or anything to that effect?—Nothing to that effect.

Did you have an altercation with Berry about it?—Yes.

Did he tell you that he had contracted for the road-drift?—He told me he had.

And that if you took it away he would bring an action against your master?—No, he never mentioned my master's name at all.

Did he say he would bring an action against you?—He did not say he would bring an action against me.

What did he say to you?—I told him the reason why I did not let him take it away was, because he came right off the road on to Mr. Roupell's freehold estate, and took what I had scraped up myself.

Did he threaten to bring an action?—No.

Said nothing about it?—He said nothing about an action. He came, and of course abused me a little for it.

He did not say anything about bringing an action?—No; I told him the reason why he should not take it away, that he came right inside our gates off the road and took it away. He said his son had no right to do it, and that is all that passed between him and me about that.

Did you state to him that he might bring an action against your master if he liked?—No.

You did not?—No.

Did you state that he could bring an action against your master if he liked; and his name was William Roupell?—No.

Nothing of the sort?—No.

Did you say anything about his being a barrister?—No.

And that Mr. Berry would not get the better of him?—No, no.

You did not say these things?—I did not say them.

You are quite sure of that, eh?—I am quite certain of that.

Nothing of the kind; nothing about bringing an action against your master, Mr. Roupell?—Nothing of the kind. I do not believe there was a word of the sort said about an action.

Never mind; did he say that?—No, I am sure he did not.



Nothing about bringing an action against your master?—No.

Nothing about your saying your master was Mr. Roupell, and about his being a barrister, or anything of the sort?—No.

Or about the estates belonging to him?—I never said anything of the kind.

Did you say anything about your master being a lawyer?—No, I did not.

Nothing of the sort?—I did not know whether he was a lawyer or whether he was not, I am sure.

Did you say anything to Berry about Mr. Richard Palmer Roupell having given the farm to his son?—No.

Did you say anything about Richard Palmer Roupell having given you a cottage for your life?—No.

Did you say anything about Richard Palmer Roupell having told you that his son William was never to turn you out of the cottage?—No.

You say you accounted to Mrs. Roupell after the old gentleman's death?—Yes.

Not to William Roupell?—To the best of my recollection, the first two weeks Mr. William Roupell was there, but I never saw him about rents or anything in the books.

Did he never interfere about anything?—No, he never interfered with me at all whatever.

Did he ever interfere with the estate, or do anything on the estate?—No, he did not.

Neither before nor after the death of the old gentleman?—Not before.

Afterwards?—After the death he did once say that he thought in the winter time if the men did not get much else to do—

Never mind what he said; but did he ever do anything on the estate, ever take any part in the management?—What! Mr. William Roupell?

Yes.—He never came to point out anything to be done.

Did he ever do anything down there?—I never saw him.

There was some valuation at one time; did he take no part in that?—None.

That you swear?—I never saw him take any part in the valuation, or anything whatever.

Did you ever see him down there after the father's death?—I think I saw him down there twice after his father's death, when he came down with these gentlemen, and walked round the farm with them.

Was that the only time William Roupell came down?—That was the only time I ever saw him there, until finishing the sale of the farm. Then I saw him two or three times after.

But I want to know up to the time of the father's death?—He was never down but once.

And that was when he came with a gentleman to look if the land would do for building?—No.

Can you give me the date of that?—No, I cannot.

How long after the death, or how long before the sale?—After the

sale he never came down to look at the farm about building, after he sold it.

I am asking you how long before it was sold?—As near as I can guess, about two years.

That is what I want to know, about the date?—That's as near as I can guess.

After the sale, did William Roupell come down at all?

Mr. BARON MARTIN.—Do you recollect that he came down after the sale?—Yes, he came down after the sale.

Mr. BOVILL.—What did he come about?—He came down, and went with me to Mr. Nightingale's.

Mr. BOVILL.—Now, after the death of Richard Palmer Roupell, and before the sale, did you state that the property belonged to William Roupell?—No.

Never?—To Richard Palmer Roupell.

After his death?—Well, after his death, I always considered it was Mrs. Roupell's.

You said it was Mrs. Roupell's?—I always thought it was Mrs. Roupell's after his death. I did not know. I could not be certain, for I was only servant under him.

Did you ever make any statement that it was William Roupell's?—No.

Never?—Never.

Neither before the death nor after?—No, because I never thought it was.

You never thought it was, and therefore you swear you never did?—I swear I never did.

I have asked you about your statements to Berry, and Lamb the collector. Now I will ask you about two other gentlemen. Do you remember Mr. Waite's son and a Mr. Burnell coming down before the sale?—I remember Mr. Waite coming.

Young Mr. Waite, Mr. Waite's son, and another gentleman with him?—He had one or two gentlemen with him. I am sure I do not know who they were. I didn't know their names, and I don't know them now.

Before the sale, I am asking you?—Yes, before the sale.

Did you not state to those two gentlemen that the property belonged to Mr. William Roupell, the member for Lambeth?—No.

Never said it to anybody, I understand you to say?—I didn't, because I never thought it was, and could not say it was.

Or nothing to that effect?—Nothing to that effect.

Neither before or after the death?—I did not because I could not.

Mr. BARON MARTIN.—I understand you thought that after the death it belonged to the widow—did you?—I did, my lord.

*Re-examined by MR. LUSH.*

You say you accounted to Mrs. Roupell after the death, up to the sale?—Yes.

Where did you go to see her?—At 16, Cross-street, Blackfriars-road.

Look at those two letters (passing letters to witness). Do you remember going to Brixton, after going to Cross-street, to settle with her? Look at that letter.—I cannot read. I am no scholar.

Who used to keep your accounts?—My daughter. This is no doubt what she sent to me, because she was ill, and could not see me at Cross-street.

You remember receiving such letters?—Yes; and I remember going to take her some money.

Do you remember going to see her at Brixton, instead of Cross-street?—Yes, I remember that very well. I remember going twice.

—You remember receiving notes, and going to Brixton instead of Cross-street?—I do.

And settling with her there?—And settling with her there.

Although you cannot read, can you identify those notes—do you remember receiving them?—I recollect that well. I recollect well being sent for there, because she was very unwell, and could not come to Cross-street.

Can you read at all?—No.

Did your daughter used to read to you the letters that came?—Yes.

Do you remember your daughter reading to you any letters about going to Brixton instead of Cross-street?—I cannot remember that.

You say you remember going to Brixton when she was ill?—I remember going to Brixton.

And that you had a message?—I remember going, and paying Mrs. Roupell money there.

Were you to go to Brixton instead of Cross-street?—Yes; because Mrs. Roupell was very unwell, and could not come down to the office.

How did you know that?—Because I had letters telling me to come.

Do you remember the letters?—I remember that one in black coming.

You remember that one?—I remember that one.

Mr. LUSH.—I propose to read that.

(Mr. Bovill objected, and the learned Judge ruled that the letter was not evidence, and could not be read.)

Mr. LUSH.—You say Lamb was the collector of the poor's rates?—Yes.

You have been asked about what name you paid the rates in? Now look at this. You cannot read it, I suppose?—No, I cannot.

Tell me whether those are receipts you received from him?—There is no doubt but what they are all in Mr. Roupell's name.

Mr. BOVILL.—Can you read them?—No, I cannot read them: but I know these are the poor's rates receipts.

Mr. LUSH.—Your daughter used to read them?

Mr. BOVILL.—There is a great deal of matter in this case which is not evidence.

Mr. BARON MARTIN.—This is evidence, because you asked questions about the poor's rates, and you had it in evidence.

Mr. BOVILL.—This person cannot read, and he cannot tell us whether they are for poor's rates or not.

Mr. BARON MARTIN.—Oh, yes; he can tell whether that is the document he received.

Mr. BOVILL.—Just allow me to see. We don't know whether these are in 1860 or 1861.

Mr. LUSH.—The first is, "6th March, 1856. Received of R. P. Roupell, Esq., the sum of 11*l.* 6*s.* 1*d.* in respect of the poor-rate of the above parish, Kingston-upon-Thames." Then, the next is, "18th July, 1856. Received of R. P. Roupell, Esq., the sum of 11*l.* 6*s.* 1*d.*, in respect of the poor-rate of the above parish, Kingston-upon-Thames."

How often were the poor's rates collected?—I think about three times a-year, on an average.

Who collected them?—Mr. Lamb.

Who collected the Church-rates?—Mr. Bevill.

And the rent-charge—the Vicarial rent-charge?—And the Vicarial rent-charge.

Do you remember whether you paid him after the death?—I cannot be certain whether I paid him after the death.

Mr. BOVILL.—I have not asked him about the Church-rate.

Mr. LUSH.—Just look at those two (handing documents to the witness), and tell me whether you can identify them as receipts given to you after the death?—I can see that is the rate.

You can see it is?—Yes.

Mr. LUSH.—This, my lord, is after the death, the 16th of October.

Mr. BARON MARTIN.—I cannot take anything about Church-rates.

Mr. BOVILL.—I have not cross-examined about Church-rates.

Mr. LUSH.—You have asked on other rates, in whose name the property was afterwards.

Mr. BOVILL.—No; I have examined about the poor-rate, and asked about his statements to the poor-rate collector. I have not cross-examined a word about Church-rates, or any receipts that may be given, or anything about vicarage-rates.

Mr. LUSH.—Then you object to it?

Mr. BOVILL.—I do.

Mr. LUSH.—Now, tell me—you say you accounted to Mrs. Roupell for what you received and charged what you paid?

Mr. BOVILL.—He has not said one word about that; he said he went one Friday, and accounted for the rent.

Mr. LUSH.—You say there were only cottages, the rents of which you received?—I only received the rents of some poor cottages.

And you say Mr. Roupell occupied the farm himself?—During his lifetime.

Who managed the farm?—I did.

Who received the produce?—Mr. Roupell.

Who used to receive the money for things sold, you or he?—I used to receive the money and take it to him.

If hay or corn were sold, who received the money?—I received the money.

To whom did you account for that money?—At the time Mr. Richard Palmer Roupell was living I always took it to him; up to the day of his death.

After his death who received the money for corn and things sold at the farm?—Mrs. Roupell.

Who received it first?—I received it first.

And to whom did you account?—Mrs. Roupell.

And did you do so up to the time of the sale?—Up to the time of the sale.

Paid money to her?—I paid money to her if I had it to pay, and if I had money to take she gave it me.

Now, you have been asked whether you had not stated that Mr. Roupell the father had given the farm to his son William?—I did not.

Did you ever hear that he had?—I never heard such a thing in my life.

You have been asked, also, whether you had not stated something about the farm belonging to your master, a barrister. When did you know Mr. William Roupell had become a barrister?—I never knew even that he was. This is the first I have heard of it.

You have been asked whether you had been to Mr. Linklater's office, and how often. Was your evidence taken down by Mr. Linklater?—He certainly came to me to hear what I knew, and I went to him.

You told him what you knew?—I told him what I knew as far as I was concerned.

Did you tell him what you have stated here to day?—Yes.

Now you say, at one time the farm was let by Mr. Roupell the father to Mr. Gooch; were you bailiff before it was let to Gooch?—No.

Then did you become bailiff after Gooch's lease had expired?—I was continually looking after the farm.

Mr. BOVILL.—There is one question arising out of the re-examination that I will ask your lordship to be kind enough to ask the witness. He states that he always accounted to Mrs. Roupell; that he gave the money to her. Would your lordship ask him whether he did not receive a sum of 300*l.* from Mr. Nightingale, and hand it over to Mr. William Roupell?

Mr. BARON MARTIN (to witness).—Is that so?—Yes.

Mr. LUSH.—Tell me on what account?—For the valuation of the farm.

Mr. BARON MARTIN.—For the valuation of the farm?—For the valuation of the farm I had taken to, and then Mr. William Roupell wrote to me to leave the money at Kennington-place for him, because his mother was at Brighton ill, and also his brother and sister.

Mr. BARON MARTIN.—“I received 300*l.* from Messrs. Nightingale for the valuation of” what?—It was more than that; it was 300*l.* at that time.

For what?—It was part of the valuation.

A valuation between whom?—Between William Roupell and myself.

Did you take to a farm from William Roupell?—I took to the produce, the stock and crops.

Mr. BARON MARTIN.—“A valuation of the stock and crops?”

Mr. LUSH.—Will your lordship ask the witness the date?

Mr. BARON MARTIN.—“Stock of crops which I took to.” You paid this money to whom?—To William Roupell.

And you said something about Mrs. Roupell being ill at Brighton?  
—Yes.

What about it?—He said his mother was at Brighton, very unwell, and that the brothers and sisters were there with her.

And you paid the money to him?—He asked me to leave the money at Kennington-place, as his mother was at Brighton.

Mr. LUSH.—Will your lordship ask when this was?

Mr. BARON MARTIN.—When was this; have you the receipt?—I hardly know.

Mr. LUSH.—Whether it was after the sale, perhaps your lordship would ask.—It was before the sale.

How long before the sale?—Perhaps it might be a fortnight or three weeks. I cannot tell.

Mr. BARON MARTIN.—Did you say you received this from Nightingale?—Not that 300*l*. Mr. Nightingale valued the things to me, and I had that little money by me, and I took it out of the bank to bring it to him.

Was Nightingale valuer between you?—Between myself and Mr. Roupell.

You had to pay 300*l*.?—I paid 300*l*. at first starting. I think the valuation came to 915*l*. 10*s*.

And you paid it to William Roupell, who said his mother was at Brighton?—I paid the whole of the valuation to William Roupell.

THE WITNESS RETIRED.

MRS. SARAH ANN WOODS, *examined by* Mr. BROWNE.

Are you the daughter of Mr. West, the last witness?—Yes.

Do you remember his being in the occupation of the Norbiton Park Farm?—Yes.

Do you remember old Mr. Roupell's death?—Yes.

How long was your father managing that farm before Mr. Roupell's death?—I really do not know. I do not remember.

About how long? Cannot you say about how long? Was it some years, or what time?—A great many years.

That is all you can say?—Yes.

Your father, we understand, cannot read?—No.

Nor write, I suppose?—No.

Used you to make out his accounts for him?—Yes.

Did you also look at the bills for him that came in to be paid?—Yes.

Used old Mr. Roupell to come to the farm at times?—Yes.

About how often?—Sometimes once a month, and sometimes once in a fortnight.

When was the last occasion that you saw old Mr. Roupell at the farm—how long before his death?—Not above a fortnight.

Was Mrs. Roupell with him?—Yes.

After the old man's death, did your father still continue to manage the farm?—Yes.

Down to the time it was given up to Mr. Waite?—Yes.

In old Mr. Roupell's time, how often used your father to settle accounts with him?—Every week.

Used you to make out his accounts for him?—Yes.

Just look at these, if you please (handing some documents to the witness). Just see if these are some of the accounts that your father paid before the old man's death.

Mr. BOVILL.—I must ask my friend to confine himself to accounts before July, 1855, because anything after that cannot be evidence in this case.

Mr. BARON MARTIN.—If it is not, he is proving a title; the heir-at-law is proving a seisin up to the time of his death.

Mr. BROWNE.—Are those the accounts, Mrs. Woods?—Yes.

Mr. BOVILL.—Just wait one moment, let us see them first. Do you say these are your writing?—No; they are accounts that my father paid.

Mr. BOVILL.—Bills that your father paid?

Mr. BROWNE.—Bills that her father paid.

Mr. BOVILL.—The evidence is, these are some of the accounts he used to settle week by week. These are not the accounts settled week by week.

Mr. BARON MARTIN.—I do not know what they are, because they are not read.

Mr. BOVILL.—We must cross-examine about them before they are read.

Mr. BROWNE.—Just let me ask you, are these accounts for things supplied to the farm and paid by your father?—Yes, they are.

Just look at that one, for example (handing a document to the witness); is that an account for heifers and sheep?

Mr. BOVILL.—These were introduced as accounts settled week by week.

Mr. BROWNE.—Excuse me, you have misunderstood me.

Mr. BOVILL.—I mean, that is the evidence that is given, and I object to your stating the contents of the account. The account was tendered after cross-examination.

Mr. BROWNE.—These are different accounts from those. The witness says these are accounts sent in to her father for things furnished to the farm, paid by the father.

Mr. BARON MARTIN.—These are accounts of the things supplied to the farm, which the father paid; that is what the girl said.

THE WITNESS.—Yes.

Mr. BROWNE.—Did your father, amongst other things, have heifers and sheep, from the person whose name is in that bill, for the farm?—Yes, he did.

Mr. BARON MARTIN.—He bought heifers and sheep?—Yes.

Mr. BROWNE.—You looked over the accounts, I think you said, for your father to pay?—Yes.

Just hand me that back again. (The account was handed to counsel.) Is this an account made out by you? Just look at that (handing another document to witness).—Yes, it is.

That is an account made out by you, and that is the way you used to make out the weekly accounts?—That was always the way.

And your father went up to where, to settle them?—To Mr. Roupell, in Cross-street.

Mr. BOVILL.—Did you go with him?—No.

Mr. BOVILL.—Then you cannot tell us.

Mr. BROWNE.—You ought to know, Mr. Bovill, that the last witness said he went to Cross-street to settle. This is one of the accounts you made out for your father, which he took to Cross-street to settle.

Mr. BOVILL.—The witness cannot tell whether her father went to Cross-street.

Mr. BARON MARTIN.—But she could tell that her father left her to go to Cross-street.

Mr. BROWNE.—We should just have to call Mr. West again, for this witness to say, "I gave this to my father."

Mr. BOVILL.—I will hold them to the greatest regularity in every respect.

Mr. BROWNE.—We have not departed from it in any respect. Just look at this bundle, if you please, and see if these are weekly accounts that you made out for your father when he was going to Cross-street to settle (handing a bundle of papers to witness). If you find any that are not so, put them on one side.—This one is not (handing a paper back to the counsel). These all are.

Mr. BARON MARTIN.—How many are there of them; just count them?

Mr. BROWNE.—We have a good many more, but these will serve as a specimen. There are eighteen of them.

Mr. BOVILL.—Will you hand them to us?

Mr. BROWNE.—Wait a moment. Were you in the habit of giving these accounts to your father to take to Cross-street with him?—Yes.

Do you know that he used to take them with him?—I know he used to take them with him.

Mr. BROWNE.—I propose to offer these in evidence.

Mr. BARON MARTIN.—Do so; hand them in.

Mr. BROWNE.—As soon as my friends have satisfied their curiosity about them.

Mr. BOVILL.—As soon as you permit us to see them.

Mr. BROWNE.—I propose to tender these documents in evidence now.

Mr. BOVILL.—Then we must cross-examine as to them.

Mr. BARON MARTIN.—Have you done, Mr. Browne?

Mr. BROWNE.—No, my lord.

Mr. BARON MARTIN.—Do you wish, Mr. Hawkins, to cross-examine as to those accounts?

Mr. HAWKINS.—It would be convenient for my friend to finish his examination in chief before these are put in.

Mr. BROWNE.—After the old gentleman's death, who did your father settle with?

Mr. BOVILL.—Were you present at any settlement?—No.

Mr. BROWNE.—You have told us your father continued in the management of the farm; used he to go away every week for the purpose of a settlement?—Yes, every Saturday at first.



Did you still make out his accounts for him, after the old gentleman died?—Yes.

Did you or your father keep all the accounts you made out week by week?—Yes.

You kept them?—Yes, in a book.

Mr. BROWNE.—Just look at these (handing some more accounts to the witness).—I know them all.

Mr. BARON MARTIN.—Are these in your handwriting, Mrs. Woods?—Yes.

Mr. BROWNE.—They look as if they had come out of some book?—They have; the book was torn up.

These leaves were preserved?—Yes.

When was the book torn up?—After the sale of the farm.

And when did you find those leaves?—The other day, when we were looking among some old papers.

Did Mr. Linklater desire you to look and see what papers you had got?—Yes.

And you found then some of the leaves of the book?—Yes.

Are these some of the accounts that you made out for your father to settle by?—Yes.

And did he take them away with him for the purpose of settling weekly?—Yes, he did.

Did you make those out also for your father to settle (handing some more accounts to the witness)?—Yes, all of them.

Have you ever been with your father to Mrs. Roupell, since the old gentleman's death, to settle?—No.

*Cross-examined by Mr. HAWKINS.*

You lived, Mrs. Woods, I suppose, always on the farm?—Yes.

How old were you when Mr. Roupell died?—I was about 15.

And how long had you assisted your father in making out the accounts?—From 1852.

You began when you were eleven years old?—Yes.

Did you keep a book?—Yes, always.

Always a book?—Yes.

Some of these were not out of a book; this was not, was it?—No, they were the bills that went to Cross-street.

But was the book itself taken ever by your father when he went up?—No.

The book never?—No.

What has become—(you say you have given us some of the leaves)—what has become of the other books that were kept?—Some of them were destroyed.

And what became of the others?—Some are at home now.

How came the books that were destroyed to be destroyed?—Because we thought they were no more good.

And why did not you destroy the rest of them?—Because they were not filled up, and we used them for other purposes.

You thought the books you destroyed were of no use?—Yes.

And how came you to keep these leaves?—Because they were put by in some old papers.

But these were torn out of the book. How came these leaves to be torn out of the book and kept, when the books themselves were destroyed—because they were of no use?—They were put to be destroyed and were not destroyed.

How came the leaves to be torn out at all?—I do not know; I only know I found them. They were torn out of the book, but I do not know how they came to be torn out.

Then you do not know how they came to be torn out, or when they they were torn out?—No.

Nor by whom?—I do not know.

Mr. HAWKINS.—These are all entirely your handwriting, are they? Your father used, I think, to sell just as he liked on the farm; he used to act upon his own judgment in selling things?—Yes.

People used to pay him for anything that was sold?—Yes.

Did you yourself sign for your father?—Yes.

Is that your handwriting? Just see whether that is your handwriting (handing a document to the witness).—That is my husband's.

Did you use to make out bills everywhere for the farm in your father's name, things sold?—Yes.

Used to make them out in your father's name?—Yes.

These are from the book. Have you any recollection at all of these scraps of paper? I do not expect you, of course, to recollect every particular one; but have you any recollection at all of any one of them, or of their being written and handed to your father?—I remember this bill; I remember making the bills out.

Do you remember it from any other circumstance than the mere fact of seeing your handwriting here?—No, I do not.

Only from that circumstance?—Yes.

Did you sometimes make copies of the bills?—No, I did not make copies—never.

Then when your father took away the accounts, as you say, for the purpose of being settled, did you not give him any copy to leave behind him?—Those were the copies, and I kept them at home in a book.

Then the ones that he took away he never brought back again?—No.

Those are mere copies of things that he took away. Is that so?

—Those are the ones that he took away.

I thought you said he did not bring them back?—But I know the bills I sent away.

But you say you kept copies in a book?—Yes, those are the ones that went.

Mr. BARON MARTIN.—If I understand this case, the alleged deed that is spoken of, that was said to be a forgery, was a mortgage-deed?

Mr. HAWKINS.—It was a deed of gift, my lord.

Mr. SERJEANT SHEE.—It was a deed of gift—a deed of appointment.

Mr. BARON MARTIN.—A deed of gift!

Mr. BOVILL.—A deed of gift. Then there is a mortgage by Mr. Roupell. Then my client purchases for 15,000*l*.

Mr. BARON MARTIN.—If it had been a mortgage, it would have signified nothing, or it would have been nothing material ; as it is a deed of gift it may be something. Generally when there is a mortgage the person remains in possession till it becomes realised.

Mr. SERJEANT SHEE.—This is an absolute conveyance of July, 1855.

Mr. HAWKINS.—When your father left to go, as you say, to town with the accounts, did he take with him any bills that had been left on the farm ?—Yes, he did take them with him.

Mr. BARON MARTIN.—He took the bills with him to Mr. Roupell and to Mrs. Roupell ?—To Mrs. Roupell after the death.

Mr. HAWKINS.—Three different bundles of accounts have been handed to you. Did you ever see those accounts from the time they were first of all made by you until to-day ?—No.

Never ?—No.

When did you last see the books that were destroyed ?—I think it was about Christmas time. It was soon after the sale.

Can you give me the date—About how long ago it was ?—No.

Is it as long as a year ago ?—I do not think it is quite so long as that.

Is it as long as six months ago since the books were destroyed ?—Yes, more than that.

You say more than that. Was it before Christmas or after Christmas last ?—Before Christmas.

How long before Christmas. Just take that as a date ?—I could not.

You cannot say ?—No.

Did you show them to anybody before they were destroyed ?—No.

Not to anybody ?—No.

You say you sent up different things—that when your father left to go and see Mr. and Mrs. Roupell you sent up the bills that had been sent in ?—Yes.

Mr. BARON MARTIN.—Are those things you have got in your hand bills of yours ?—Mr. HAWKINS.—Yes, those are our own.

Can you tell whether those (handing some bills to witness) are some bills that you sent up ?—Those are like them ; I could not say whether they are the same.

You have no means of telling me ? No list of the bills that were sent up, I suppose, anywhere ?—No.

Old Mr. Roupell was there, I think you said, a fortnight before his death ? That was about the time I think you said you saw him ?—Yes ; I think it was about the last time.

On the farm ?—Yes.

He had not been there much latterly ?—Yes, he had.

Take the last six months of his life ; how often had he been there ?—I could not say how many times now.

Had he been there as much as half-a-dozen times during the last six months ?—Oh yes, I should think he had.

Had he come alone, or had anybody come with him?—He came sometimes alone. Yes, he came alone.

Always?—Yes, except the last twice; that was with Mr. Roupell.

Mr. LUSH.—Except the last twice I think you said?—Yes.

And then Mr. Roupell was with him?—Yes.

Mr. HAWKINS.—Did you hand over any papers to Mr. Linklater or to Mr. Linklater's clerk?—No, I did not.

None?—No.

There are three leaves that you said came from an old book that had been destroyed. How came they to be handed over to Mr. Linklater?—I do not know; I never handed them.

You found them?—I found them myself.

You found the leaves yourself?—Yes.

What did you do with them?—I gave them to my mother.

And how long ago is it since you did find them?—Those pieces of book?

Yes.—It was about a fortnight ago, I think.

I suppose there were more leaves from the book, besides those three?—Not one to be found.

Not one to be found besides those three?—No.

You know Mrs. Roupell, of course. You said she had been there?—Yes.

Have you seen her lately?—No, not till to-day, when I saw her in Court.

You have seen her to-day?—Yes.

How long is it since you had seen her before to-day?—She came down—

About how long?—About a twelvemonth ago, I should think; she came down and brought my father some money to purchase a field of oats.

About how long ago?—I cannot say exactly how long.

But about?—It was last season.

You know Mr. William Roupell?—No, I do not.

Have you never seen him?—I have seen him, but I do not know him.

When did you last see him? Have you seen him here in Guildford?—No.

When did you see him last?—Mr. Roupell?

Mr. William Roupell?—When he came down about the sale.

About the time of the sale?—Yes, about the time of the sale.

Not since?—No.

*Re-examined by Mr. BROWNE.*

Were you told by Mr. Linklater to find all the papers you could relating to your father's accounts?—Yes; I did.

Mr. BOVILL.—I object to your asking what Mr. Linklater told her—putting it into the witness's mouth.

Mr. BROWNE.—Your lordship sees that my friend cross-examined with the view of showing that we had not produced all the documents, but only a selection.

Mr. BOVILL.—It is a leading question; you are putting the words into the witness's mouth. It may or it may not be correct, but I object to it.

Mr. BARON MARTIN.—It is objected to.

Mr. BROWNE.—You gave Mr. Linklater all you could find?—Yes.

Mr. SERJEANT SHEE.—We propose, my lord, to read these documents.

Mr. BARON MARTIN.—Just begin with one.

Mr. BOVILL.—On the question that has just been answered, that the witness handed over all the papers, will your lordship be kind enough to ask her if she handed over the receipts for poor's rates?

Mr. BARON MARTIN.—Did you hand over the receipts for poor's rates?—Yes, I did.

Mr. BOVILL.—Perhaps your lordship will also ask how many there were more than the two that were produced. They only produced two.

Mr. LUSH.—We produced the last two before the death.

Mr. BARON MARTIN.—How many did you hand over?—I do not know.

Mr. SERJEANT SHEE.—My lord, I propose, in the first place, to read some of these bills.

Mr. BARON MARTIN.—Just one bill.

Mr. SERJEANT SHEE.—Then, my lord, I propose to read a bill of March, 1856. “R. P. Roupell, Esq., Dr. to — & Woodnough.” That appears to have been settled on April 19th, 1856, and the date of the disputed deed, your lordship knows, is the 28th July, 1855. So that here is an account made out against R. P. Roupell after the date when the estate is said by them to have been out of him.

Mr. BOVILL.—By some gentleman who is a wheelwright, I take it. How can that be evidence—somebody making out a bill?

Mr. BARON MARTIN.—Serjeant Shee proposes to read an account of April 19, 1856, by a wheelwright.

Mr. SERJEANT SHEE.—My friend very properly calls my attention to this: the evidence is, that this young woman in the box made out all these bills for her father and gave them to him.

Mr. BARON MARTIN.—She would not make out this bill.

Mr. SERJEANT SHEE.—However, she read it to him and spoke to him about it, and he then took it up to London; and then he has proved that he settled for all the bills with the late Mr. Roupell.

Mr. BARON MARTIN.—It does not seem to me that it carries the case further. The man has sworn, and she has sworn, as far as it goes, that up to the death of old Mr. Roupell he treated him as his master; her evidence is to the same effect; and they produce a heap of documents which are accounts that are quite consistent with it, or at least it is alleged to be consistent with it. I do not see myself how they are evidence in the cause. They have sworn positively to the fact, and you say you have a heap of documents. It does not carry it a bit further.

Mr. SERJEANT SHEE.—It is for the object of proving that fact.

Mr. BARON MARTIN.—Exactly so. Your only object can be confirming the evidence of Mrs. Woods and the father.

Mr. SERJEANT SHEE.—That is all, my lord.

Mr. BARON MARTIN.—I do not see that because any doubt is thrown upon the evidence of persons in cross-examination, therefore that enables you to give in evidence a matter that is not otherwise evidence in the cause.

Mr. SERJEANT SHEE.—Your lordship sees that the only difficulty here is this, that the man cannot read and he reads by the eyes of his daughter; that is all.

Mr. BARON MARTIN.—It seems to me that it is not evidence. It would be evidence to contradict him, if any document of that sort could be produced against him; but I do not see how it can be evidence in confirmation of him. It has been objected to, and I reject it.

Mr. BOVILL.—Before this lady leaves the box I will ask her to tell us whether she can identify these. Just look at these, particularly the receipts for poor's rates, &c.?

Mr. BARON MARTIN.—What is this question? Because this must come through me. Let me see the documents.

Mr. BOVILL.—They have got some; we have got some more.

Mr. BARON MARTIN (after looking at the documents).—Yes, you may ask, can she identify any of these?

Mr. BOVILL.—That is just what I wanted to do, my lord.

Mr. BARON MARTIN.—See, madam, if you know any of these. Have you seen any of them before?

Mr. BOVILL.—Perhaps you can refer to that bundle of accounts that was handed to you, to see if you can identify them.

Mr. LUSH.—She had better look at those first, or we shall get into confusion.

Mr. BARON MARTIN.—Can you identify them?—These are like the same that my father used to take.

Mr. BARON MARTIN.—Well, I suppose all printed receipts coming from a tax-collector are very like one another.

Mr. BOVILL.—Yes, and very likely to be correct.

Mr. SERJEANT SHEE.—Just let me look at them? [Documents handed to the learned Counsel.]

Mr. BOVILL.—Perhaps your lordship will ask if she believes these to be just the same as the others.

Mr. BARON MARTIN.—Do you believe those to be the receipts your father got?—I do, my lord.

Mr. SERJEANT SHEE.—Your lordship will perhaps take the dates of these.

Mr. BARON MARTIN.—Mr. Bovill will put them in. We shall see the dates.

Mr. LUSH.—They are all after the death.

Mr. BARON MARTIN.—Quite right: Mr. Bovill will put them in.

Mr. BOVILL.—Yes; but they are all "William Roupell." They are not in evidence at present. They are not intended to be copied, or particulars to be taken of them.

Mr. SERJEANT SHEE.—We may have the dates of them?

Mr. BOVILL.—They are not in evidence at present.

Mr. BARON MARTIN.—You can put them in an envelope.

Mr. BOVILL.—But Mr. Linklater wanted to copy them.

Mr. SERJEANT SHEE.—We cannot make any inquiries about them if we do not have the dates.

Mr. BARON MARTIN.—They are only for you to see, not for an attorney.

Mr. SERJEANT SHEE.—Then put them in an envelope.

Mr. BARON MARTIN.—They are not for the investigation of any person but counsel.

(Mr. Bovill enclosed eleven documents in an envelope.)

ELEANOR WALLET, *examined by Mr. SERJEANT SHEE.*

Do you know Mrs. Sarah Roupell?—Yes.

How long have you known her?—About three or four and thirty years.

Where was she living when you first knew her?—In Pitt-street, Peckham.

By what name did she go then?—By the name of Mrs. Carter.

Did you know Mr. Richard Palmer Roupell?—Her husband?

Mr. SERJEANT SHEE.—Yes, her husband.—Yes.

Used he to come and see her when she lived in Pitt-street, Peckham?—Yes.

Do you remember her children being born?—Her children came to school to me.

How many of them?—John, William, Sarah, and Emma.

Do you remember her youngest child, Richard, being born?—He was not born at Peckham.

Do you remember when she left Peckham to go to Brixton?—I think it would be about twenty-three years ago.

Did she go by the name of Carter all the time she was living at Peckham?—Yes, she did.

Do you remember hearing of her being married?—They were not married when she first came to live at Peckham.

After she left?—She was married before she left Peckham.

You were not present at her marriage?—No.

After she left Peckham, did she go to live at Brixton?—Yes, in the same house in which she lives now.

The same house she lives in now?—Yes, she went to that house.

Have you known her there? Have you seen her there?—Yes.

By what name has she gone since she left Peckham?—She did not take the name of Roupell while she was at Peckham, but when she went to Brixton she went by the name of Roupell.

Do you know her youngest child, Richard?

Mr. BOVILL.—You must not take the youngest son without first getting the period when the other children were born.

Mr. SERJEANT SHEE.—Do you know Richard Roupell?—Yes.

When did you first see him?—The day of his birth.

Where?—At Brixton.

Did you see his mother at that time?—I did, sir.

Have you known him ever since?—Yes.

When was he born?—I cannot exactly tell the date. I think he was born the 21st or 22nd of July.

What year?—I cannot exactly give it to you; but I think it was the year after they went there.

Do you know about when they went there?—I knew them when they first went there.

Do you know about what time?—what year it was that they went there?—At what time Mrs. Roupell went there?

Do you know what year it was that Mrs. Roupell left Pitt-street, and went to Brixton?—(No answer.)

You do not know exactly?—(No answer.)

Do you know what year it was that Mrs. Roupell went to Brixton?—I do not exactly remember the year that she went to Brixton. I think it was twenty-three years, or nearly twenty-three years ago; and Richard was born about ten months after that, I believe.

Mr. BOVILL.—I have no questions to ask you.

*The witness withdrew.*

MARIA WATTS, *examined by Mr. LUSH.*

Mrs. Watts, are you a sister to Mrs. Roupell?—Yes.

Do you remember her living at Pitt-street, Peckham.—Yes; I do.

How many children had she while she was living there?—I cannot answer that question. I very seldom saw Mrs. Roupell. I cannot remember for the moment.

What name did your sister go by there?—Carter.

Do you remember her going to Brixton?—Indifferently. I was not living near her. I do not know the period at which she went to Brixton.

You do not know in what year it was?—I could not say now in what year it was.

Do you know her son, Richard Roupell?—Yes.

What was the maiden name of your sister?—Crane.

Sarah Crane?—Yes.

Had she any children after Richard?—Not any.

What name did she go by when Richard was born?—Roupell.

How long before his birth did she go by that name—do you know? I could not tell. I was on the Continent.

*Cross-examined by Mr. BOVILL.*

When did you first know Mr. Roupell?—I cannot remember.

About how long ago is it?—I really do not know.

When you first knew him had he a son John?—Yes, and a daughter Sarah too; I am not certain I can remember the others; I am not certain whether Emma was then born.

That was when you first knew him?—Yes.

Was that before he used to visit your sister?—I do not know when he first visited my sister at all. I am quite ignorant of it.

You knew him?—Yes, but I did not know that he visited my sister.

You knew he had a son and two daughters?—I knew my sister had,



but I never knew whose children they were. It was entirely kept from me.

You lived apart, I think?—I was on the continent at the time Richard was born, and when they went to Brixton.

Where are you living now?—In Brompton.

How long have you lived there? Is it lately that you have come over from the continent?—Four or five months.

Do you live on the continent regularly or occasionally?—I go there occasionally.

In the season, do you mean?—Merely for the season. It is always my custom to do so.

Where is it that you go?—To different parts of the continent.

To Baden-Baden and so on.—Yes, and to Wiesbaden, to Paris and so on.

Have you ever been living with your sister, Mrs. Roupell?—Never. I have not seen her for nearly four years.

You have not seen her?—Not spoken to her.

Is there some difference between you?—(*The witness answered by shrugging her shoulders, and made a gesture with her fan.*)

Just tell me this. Were you in the habit of staying with Mr. Roupell and your sister when you were in town when Mr. Roupell was alive?—No, never. Who do you mean?

Mr. BOVILL.—Richard Palmer Roupell.—At Brixton do you mean?

Mr. BOVILL.—Yea.—I lived near Brixton for some years.

Was it anywhere near Aspen House where they resided?—It was at Aspen House that he resided. I lived in apartments for some years.

How many years?—I cannot tell. I have had an accident to my head. Mr. Linklater well knows that I have had my head cut open, and I have not a very good recollection. I do not understand why I am thus questioned.

Not why Mr. Linklater brought you. I quite agree with you; neither do I. Is Mrs. Roupell here herself?—I believe so.

And is perfectly competent to give a statement to the jury as to when her own children were born?—Yes.

How lately have you seen her?—This moment.

Outside of the court?—Yes.

So that they have troubled you instead of her?—Yes.

When did you last see William Roupell?—About five months ago.

Where?—At my residence at Clapham.

Can you tell me a little more particularly about the date?—I could not. I could not charge my memory.

Just try and remember.—It was about a fortnight before, or at least a few days before he left.

Where has he been since?—I do not know. I have had no communication with him.

He is your nephew?—I am aware of that, but they never have been to me, and I have never seen them until to-day when I met them here.

Do you mean William Roupell?—No, I did not see William Roupell. I mean my sister, and Richard, and Sarah.

That was outside?—Yes.

Were Richard and Sarah and your sister all together?—Yes. When I last saw them I left them together.

Were were they?—At the hotel.

When was it that you went to reside near them at Brixton?—About five months ago. I left the 24th of March.

And up to that time you have been living where?—At Clapham Rise.

Were you living near them during the lifetime of the old Mr. Roupell?—No.

During any part of his lifetime?—No.

During his lifetime where you in the habit of going to Aspen House?—No.

Mr. BOVILL.—Not at all?—Do you mean Richard Palmer Roupell?

Mr. BOVILL.—Yes.—I used to visit my sister at Aspen House occasionally.

In Mr. Richard Palmer Roupell's lifetime?—Yes.

Have you seen Mr. Richard Palmer Roupell there?—No.

You have never seen him there?—No; never.

Mr. BARON MARTIN.—You never saw him at the house?—Never.

Mr. BOVILL.—Were there some differences between you and Mr. Richard Palmer Roupell?—No; but I never saw him there.

Mr. BOVILL.—I do not want to go into any particulars.—I did not visit them, although I loved the children.

All I want to know, is whether it was accidental or intentional on your part that you did not see him?—Sometimes, I may say, that it was almost accidental that I did not see him.

I am anxious not to trespass on private matters, but was it intentional?—I did not desire to see him at all.

Mr. LUSH.—Just produce the marriage register (*the Register was produced*). I want you to be good enough to tell me whether that is your sister's signature?

Mr. BARON MARTIN.—Were you present at the marriage?—No, my lord, I was not.

Mr. LUSH.—But you can tell me is that the signature of Mrs. Roupell?—My sister is dead.

But you can tell me whether that is the signature of your sister?—That is my sister's writing.

*The witness withdrew.*

WILLIAM SEARLE, *examined by* Mr. LUSH.

Are you, Mr. Searle, the parish clerk of St. Giles', Camberwell?—I am, sir.

And you produce the register of marriages, for that parish, for the year 1838?—I do.

Is this register, which has been identified by Mrs. Watts, the register of the marriage of Richard Palmer Roupell, of Cross-street, Blackfriars, lead merchant, to Sarah Crane—Richard Palmer Roupell, bachelor, to Sarah Crane, Spinster?—It is.

Sarah Crane, Spinster, of Pitt-street, whose father was Thomas Crane, a carpenter?—Yes.

Mr. BARON MARTIN.—What is the date of it?—The date is the 6th of September, 1838.

Mr. LUSH.—You were present?—I was.

Mr. BARON MARTIN.—You were present at the marriage?—I was, my lord.

Mr. LUSH.—And as one of the attesting witnesses?—I was.

Mr. BARON MARTIN.—Let it be read, if you please.

THE ASSOCIATE (reading).—"Married on the 6th of September, 1838, Richard Palmer Roupell—Sarah Crane," one "bachelor," the other, "spinster," "of full age." He is declared as "lead merchant, residence, Cross-street, Blackfriars," and Sarah Crane is declared as of "Pitt-street." His father's name is "John Roupell," and her father's name is "Thomas Crane," one a "lead merchant," and the other a "carpenter."

Mr. BARON MARTIN.—One a carpenter?

Mr. LUSH.—The carpenter is her father.

THE ASSOCIATE.—The marriage was solemnized in the presence of "W. Searle" and "A. Fowler."

Mr. BOVILL.—That register must remain here, if you please, Mr. Searle, till the trial is over.

WILLIAM TARTE, *examined by* Mr. BROWNE.

Are you a lead merchant in Tothill-street, Westminster?—Yes.

Were you acquainted with the late Richard Palmer Roupell?—I was so.

The father of the plaintiff?—Yes.

Did you also know the plaintiff's grandfather, John Roupell?—Very well.

You had, I believe, many business transactions with the late Richard Palmer Roupell?—Yes; and with John.

And with John, also?—Yes.

Did Richard Palmer Roupell carry on business as a lead merchant in Cross-street?—As a lead smelter and lead merchant.

Did you know his handwriting?—I did.

Just be kind enough, sir, to look at this signature here, "Richard Palmer Roupell," will you?—Yes. I believe it is his handwriting.

Richard Palmer Roupell's?—Yes.

Mr. BOVILL.—Will you just let me see what it was you were looking at just now?—It is only a receipt.

Mr. BROWNE.—Just pass it over here.—(*The register was handed over.*)

Mr. BARON MARTIN.—That I suppose is a receipt in his handwriting.—Yes, my lord.

Mr. BOVILL.—Just let me see it, please.

Mr. BROWNE.—Mr. Bovill wants to look at it. (*Receipt handed to Mr. Bovill.*) Do you remember hearing Mr. Richard Palmer Roupell speak of his marriage?—Not of his marriage.

What then?—That he was not married. He called on me.

About what time was that, sir?—Soon after John Roupell died.

Mr. BOVILL.—I must object to that. For anybody to say that he is not married cannot be admissible.

Mr. BROWNE.—I apprehend it is.

Mr. BOVILL.—And I say no.

Mr. BROWNE.—We are on the case of a pedigree. This Richard Palmer Roupell is dead, and his declaration whether he is married or not is admissible, according to the rules of evidence.

Mr. BARON MARTIN.—But you have it that he was married.

Mr. BROWNE.—But the point is that previously he was not. (*To witness*). Now tell me, did he consult you whether he should marry or not?—He did.

Mr. BOVILL.—I object to that.

Mr. BARON MARTIN.—If a man is living with a woman, and is not married to her, you can only have what he says about it. It is a declaration as to status.

Mr. BOVILL.—Mr. Browne can have it if he likes.

Mr. BROWNE.—We shall press it.

Mr. BARON MARTIN.—What is the question.

Mr. BROWNE (*to witness*).—Did he consult you about whether he should marry?—He did.

Mr. BARON MARTIN.—And Mr. Bovill objects.

Mr. BROWNE (*to witness*).—Will you be kind enough to say what he told you about it?—He came to me soon after the death of his father.

Can you fix the death of his father, the year?—No, I do not know the year. It was soon after the death of his father, John Roupell.

About how many years ago do you think that is?—I have forgotten how long it is since John Roupell died.

It was soon after the death of his father.—Yes, soon after the death of his father. He came to me and said, "Mr. Tarte, you know my father was a very eccentric character."

Mr. BOVILL.—My lord, I object to all this.

Mr. BARON MARTIN.—Very well.

Mr. BROWNE.—We do not want to know about the eccentric character. What did he say?—If I had married during my father's lifetime he would not have left me any property. I have a family by the person that I have been living with, and I have been advised by my relations not to marry that person, but some one else.

Mr. BARON MARTIN.—Well, there is no occasion, sir, to go into such details. He consulted you upon it. Well?—He said, "give me your opinion on it;" and I advised him to marry her, and to lose no time about it.

Mr. BROWNE.—Did he mention the name of the person?—He did not.

And you did not know her, perhaps?—I did not.

Well, now, some time after that did you hear from him whether he had followed your advice or not?—No, I did not; but I heard that he had.

You heard afterwards that he had married?—Yes.

*The witness withdrew.*

JANE WOODLEIGH, *examined by Mr. LUSH.*

Mrs. Woodleigh, were you in the employ of Mrs. Roupell?—I was, sir.

Do you remember when her son Richard was born?—Yes, sir.

I believe you were present at the time?—Yes, sir.

Where was she living then?—At Brixton, sir—Aspen House.

Tell us what day and year he was born?—The 27th of July, 1840.

And you have known him ever since?—Yes, sir; and I have worked for them ever since.

I believe the nurse was away, and you assisted?—Yes, sir; and I done everything, sir.

Did you know William Roupell at that time?—Yes, sir.

How old was he when his brother Richard was born?—Well, I can't say exactly, sir.

About?—That I can't say, sir.

Do you know the other children?—Yes, sir; I knowed them all.

Well, how old was he—three, or six, or ten, or what?

Mr. BOVILL.—Or one?—I can't exactly say.

Mr. BARON MARTIN.—But you must know something about it. Was he alive at that time?—Oh, yes.

Mr. BARON MARTIN.—Well, how old was he—three years old or four years old?

Mr. BOVILL.—Or one year old?—I should think he must be five or six; but I can't say positively.

Mr. LUSH.—His sister Emma was older than he, and John oldest?—Yes.

Mr. BARON MARTIN.—And how were the girls?

Mr. LUSH.—Who was next to John?—Sarah, then Emma, and then Mr. Richard.

*Cross-examined by Mr. HAWKINS.*

Were you much there with Mrs. Roupell?—Yes, sir, I have been more like a servant than anything else, except of nights.

Down to what time?—From Mr. Roupell's being born down to now, very lately.

Had you been acquainted with her long before that period, then?—

Well, I have attended for her for nearly twenty-three years, sir, I should say.

Altogether?—Yes, sir.

John was alive. Of course you recollect John?—Oh, yes, sir.

How old was John?—I believe he was ten years older than what Mr. William was.

Ten years older than William?—Yes, sir.

What became of John?—He was sent abroad, sir.

And when was he sent abroad?—I can't say exactly how many years that is ago, sir.

What was he sent abroad for?—Well, that I do not know rightly, sir.

He was wildish, wasn't he?—Yes, sir.

He was wild?—Yes, sir; he was rather wild.

And his father sent him abroad?—Yes.

Old Mr. Roupell was very fond of William, wasn't he?—Of course, he was very fond of all of them.

But wasn't he fond of William particularly? Didn't he appear to be more fond of William than he was of John, so far as you could see?—Well, sir, I can't say particularly about that, because he was fond of them all.

You say he was fond of them all?—Yes.

But you say you have been acquainted with Mrs. Roupell very much, and I suppose you have watched the children?—I watched them all, of course; but I can't say which he might be fondest of.

You were not much in Mr. Roupell's company, were you?—Not in Mr. Roupell's.

You did not see much of him?—He was not always there, sir.

You fixed the 27th of July, 1840, as being the date of Richard Roupell's birth. Have you any memorandum for that?—No, sir, no further than my own children's birthdays, sir, and my husband's birthday.

What is your husband's birthday?—The 26th, and I have a daughter who was born on the 25th, and a son on the 24th: all one after the other.

The 24th, the 25th, and the 26th; not in the same year, of course?—No, sir, not in the same year, of course not. (Laughter.)

My friend Mr. Bovill says the birthdays were all in the same year. My friend is wrong. That wasn't so. They were not all born in the same year? (Laughter.)—No, not in the same year; but all on the day of the month; all in July, sir.

I know what you mean. Now we have the 24th, 25th, and 26th. Let us know how you fix the year 1840?—Why, it was the date he was born, sir.

Who was born?—Richard.

But how do you fix the year?—In my own recollection.

You say it was not in 1841 or in 1839. Why do you fix it in 1840?

Mr. BARON MARTIN.—Because it was so.

Mr. HAWKINS.—Have you any reason for saying it was 1840. Is that fixed in your memory?—Of course, sir.

Why, of course?

Mr. BARON MARTIN.—It is a thing that a woman recollects, I suppose?

Mr. HAWKINS.—But I don't recollect.—Well, I can't answer for that.

You have no other reason for recollecting it than that, like a good many other ladies, you do, I suppose?—Not more.

*The witness withdrew.*

Mr. LORD HUNTLEY, examined by Mr. BROWN.

Mr. Huntley, are you a surgeon at Brixton Hill?—Yes, sir.

Do you know the Roupell family?—Yes, sir, and I have known them for many years.

Do you know Mr. Richard Roupell?—Yes.

Were you present at his birth?—Yes.

When was that?—On the 27th of July, 1840.

Did you continue to attend his mother during her confinement when he was born?—I did, sir.

Did you attend the family for some years after that?—Yes, sir.

You have known Mr. Richard Roupell ever since?—Yes.

*Cross-examined by Mr. BOVILL.*

Were you in the habit of going much to the house?—Yes, sir, often-times.

Have you seen old Mr. Roupell there?—I have seen Mr. Roupell, of course, many times.

Mr. BOVILL.—Did you know John?—The grandfather?

Mr. BOVILL.—No, the son?—Yes.

Do you know William?—Yes, sir.

Used you to see them there with the old man?—Yes.

Was John given to drunken habits?—Well, he was a harum-scarum young man.

And sent abroad in consequence?—He was wild till he went to school, and then we made him a little better.

And when he left school he was worse?—Then he was worse.

They were obliged to send him away abroad?—Yes, that I understood.

And William?—He was a steady young man.

He was given to learning?—Yes, more than John was.

The father was rather proud of him, wasn't he?—I think he was. I have seen them together on the farm, and he always appeared particularly taken up with and partial to William.

You have seen them about on the farm at Brixton? Yes, that is now Roupell Park.

And when the buildings were going on, did you see him about?—Yes, with his father.

And father and son both taking a good deal of interest in what was going on?—Yes.

What should you think was laid out in Roupell Park?—I have no idea.

A hundred thousand pounds, or more?—Yes, or more.

Mr. BARON MARTIN.—This was Roupell Park, was it?

Mr. BROWNE.—Yes, my lord.

The WITNESS.—It was all farm land round about as formerly.

Mr. BOVILL.—Have you seen William Roupell about there without his father?—Oh, yes.

Superintending the building?—I cannot say I have. I have passed and repassed him along the road.

There were large building operations going on?—Yes.

I suppose the value of the property by the expenditure that was laid out upon it was more than doubled?—I should suppose so.

Three or four times as much?—I cannot tell.

It was mentioned to everybody that large sums were spent upon it?—Wonderful sums.

The old man was a pretty good man of business was he not?—Quite a man of business.

Quite competent to see that there was 100,000*l.* laid out upon his property?—Oh dear, yes.

Did you ever have any conversation with him about his son laying out money on that property?—No.

*Re-examined by Mr. SERJEANT SHEE.*

You have assented to my friend's suggestion that there has been a great deal of money laid out upon the Roupell Park estate?—Wonderfully large sums.

He has told you of 100,000*l.* and you said, "Yes."—I don't say so; but looking at the number of houses, and the size of the houses, I should think so.

What proportion of that, in your opinion, had been laid out before September, 1856?—I cannot trust my memory to tell rightly.

There has been a great deal since, has there not?—Yes, since 1856; a great deal, no doubt.

(Mr. BROWNE put in the statutory register of the birth of Richard, the son of Richard Palmer Roupell, and Sarah Roupell, formerly Crane.)

Mr. BARON MARTIN.—What is the date?

Mr. BROWNE.—27th of July, 1840.

Mr. BARON MARTIN.—It is necessary to prove it, but I suppose it may be taken in a general way.

Mr. BROWNE.—Unless Mr. Bovill objects.

Mr. BOVILL.—As they call about a dozen witnesses to prove a fact, they lead me to infer that some things are behind.

Mr. BARON MARTIN.—What is the date of the document?

Mr. BROWNE.—The 4th August, 1862. (Mr. Browne here read the document.)

Mr. BARON MARTIN.—It is in the usual way—the doctor, the woman, and the register?

Mr. BROWNE.—Here is the register of baptism in 1845, but that does not give the date of his birth, I see. Then, my lord, there is also the statutory register of the death of the father on the 12th September, 1856, at No. 16, Cross-street, aged 74 (reading), "cause of death, natural serous apoplexy," signature of informant, "Carter, coroner for Surrey," when "registered, 19th September, 1856, in the district of Christchurch, in the county of Surrey."

*JOSEPH SHARPE, by Mr. SERJEANT SHEE.*

Mr. Sharpe, are you clerk to Mr. George Charles Ring, of Doctor's Commons, proctor?—I am.

I believe you were clerk for many years to Messrs. George and Charles Ring?—Yes.

One of whom is Mr. George Charles Ring's father?—Yes.

How many years were you in their employment as clerk?—About thirty-five.

Does that include the time that you have been in the employment of Mr. George Charles Ring?—Up to the present time.



Did you know the late Mr. Richard Palmer Roupell, of Cross-street?  
—Yes, I did.

When did you first know him?—I can scarcely tell you from memory, but a great number of years ago—perhaps in 1834 or 1835.

Between the dates of 1834 or 1835 and the date of 1850, did he frequently come to the office of Messrs. Ring?—Frequently.

On matters of business?—On matters connected with his will.

First go to the will of 1850. Do you remember Mr. Ring preparing, upon his instructions, a will for the year 1850?

Mr. BOVILL.—Were you present when the instructions were given?  
—Of the will of 1850?

Yes.—I don't know that I was.

Mr. BOVILL.—You must not put the instructions, Serjeant.

Mr. SERJEANT SHEE.—I thought he was present. Did you see him upon the subject of that will?—I have no doubt I did. I have no doubt I was a witness to it. I cannot recollect 1850.

You cannot recollect?—No.

Very well. Have you any book of Messrs. Ring in which there is a record of the business done by them in that year?—There is such a book, and Mr. Ring has it.

Mr. Ring is here, I believe?—Yes.

Then we will have that presently. Ask for the book (to the clerk). I have a memorandum which I took from the book myself.

We will have the book itself of Mr. Ring, if he will produce it, and we will look at the memorandum.

Mr. BARON MARTIN.—Is this is an important point?

Mr. SERJEANT SHEE.—A very important one, my lord. Two or three points turn upon it. (*To witness.*) Do you remember Mr. Richard Palmer Roupell coming to the office of Messrs. Ring, in the month of August, 1856?—Yes.

Did you see him, and speak to him about the business?—Yes.

Did he bring any memorandum which he showed or read to you?—He did.

When he came to you, was this memorandum in his hand, and did he state to you what his object was?—He did.

What did he state?

Mr. BOVILL.—I object to this. (*To witness.*) You must not answer.

Mr. BARON MARTIN.—What is your objection?

Mr. BOVILL.—I object to any proof of any will by a statement of the testator. My friend opened that he is going to prove a will.

Mr. BARON MARTIN.—And he must prove a will.

Mr. BOVILL.—By probate.

Mr. SERJEANT SHEE.—I cannot, if it has been destroyed.

Mr. LUSH.—Probate has been made.

Mr. BOVILL.—I object to the statement of this witness as to the conversation that took place between him and Mr. Roupell.

Mr. BARON MARTIN (to Mr. Serjeant Shee).—You want to prove a will?

Mr. SERJEANT SHEE.—I apprehend you can always give evidence of what a testator has done, whenever the question is whether the will

has been obtained by fraud or circumvention of any kind. That is laid down in all the books as a rule of evidence.

MR. BARON MARTIN.—It strikes me that the track for you is to prove the will, and then you lay a foundation for it.

MR. SERJEANT SHEE.—I am going to prove the will; but inasmuch as part of it has been destroyed, I can only prove part of it.

MR. BARON MARTIN.—I think you had better go on and prove the execution of it.

MR. SERJEANT SHEE.—That I am going to do.

MR. BARON MARTIN.—That is admissible; but Mr. Bovill objects to what is inadmissible conversation.

MR. SERJEANT SHEE.—My friend will see that it is quite admissible. (*To witness.*) Did he produce anything but a memorandum?

MR. BOVILL.—I object.

MR. SERJEANT SHEE.—You cannot object. Did he produce anything but a memorandum?—Yes.

What did he produce?—His previous will.

MR. BOVILL.—That is what I object to.

MR. SERJEANT SHEE.—Did you look at that will?—Yes.

Was it a will?

MR. BOVILL.—I object. I won't take anything here except it is admissible in evidence.

MR. BARON MARTIN.—He produced a thing which he says was a will. The question is, did he look at it? He says he did.

MR. SERJEANT SHEE.—Did you know his signature?

MR. BOVILL.—That I object to. The will can be of no avail.

MR. BARON MARTIN.—Mr. Serjeant Shee can only do one thing at a time.

MR. BOVILL.—He cannot show what was in that paper without showing what has become of it.

MR. SERJEANT SHEE.—He cannot speak to the contents of the paper without proving the signature.

MR. BOVILL.—He cannot speak to the signature.

MR. SERJEANT SHEE.—Yes he can. Your objection rose on his attempting to give the evidence.

MR. BOVILL.—It is a part of the evidence.

MR. BARON MARTIN.—It is simply a piece of paper.

MR. BOVILL.—Then you must take it as a piece of paper and not a will; but first of all, my learned friends get a previous will for the purpose of identifying it.

MR. BARON MARTIN.—We all know my learned brother's opening, and know what he is going to prove. He cannot ask all the questions at once. He must go by steps. That is the only mode in which it can be done. He is now going to prove that this man produced a paper which he says was a will, and he (the witness) looked at it. That is all at present.

MR. SERJEANT SHEE.—Did you look at it sufficiently to know whether there was any handwriting of yours upon it?—It was all in my handwriting.

And you saw the signature to it?—Certainly.

In whose handwriting was it?

Mr. BOVILL.—I object to that. The signature assumes the contents of the document.

Mr. BARON MARTIN.—Indeed it does not.

Mr. BOVILL.—The very object is to prove it. It assumes that the document is signed.

Mr. BARON MARTIN.—It is nothing more than that. It was a document signed like a sign board.

Mr. BOVILL.—If it is so taken, well. As a signboard.

Mr. SERJEANT SHEE.—Let us take it any way, so we go on. Do you remember the signature of the attesting witness?

Mr. BOVILL.—That I do object to. My friend cannot ask about an attesting witness; that assumes the contents of the document.

Mr. BARON MARTIN.—Mr. Serjeant Shee elicited that a considerable time ago. Let us go to business, and make a case, if possible. The assizes have already lasted a considerable time.

Mr. SERJEANT SHEE.—Your lordship sees that if I go through every objection, they will be likely to last much longer.

Mr. BOVILL.—I don't want to be robbed of this, if I can help it.

Mr. SERJEANT SHEE (to witness).—You saw that will?

Mr. BOVILL.—I object to its being called a will; it is a piece of paper.

Mr. SERJEANT SHEE.—I rather think it was a piece of parchment.

The WITNESS.—No; it was paper.

Did he call your attention to any alteration he had made in it?—He did.

What alteration was that?

Mr. BOVILL.—I object to that.

What did he tell you? Do you object to that, Mr. Bovill?

Mr. BOVILL.—I do.

Mr. BARON MARTIN.—On what grounds?

Mr. BOVILL.—My learned friend is endeavouring to prove a will; and he is doing it by means not regular.

Mr. BARON MARTIN.—He has done nothing irregular.

Mr. SERJEANT SHEE.—I am glad to hear your lordship say that.

Mr. BOVILL.—Notice the question, "What did he say?" not about "the alterations."

Mr. SERJEANT SHEE.—What did he say about the alterations?—I believe he showed me the will. I don't believe he alluded particularly to the alterations.

Mr. BARON MARTIN.—Tell us what passed between you and him; that is what we want to know.—I believe he showed me the alterations; but I don't think he made any remark upon them.

Mr. SERJEANT SHEE.—Did you make a remark to him?—Yes.

What did you say?—That they were not properly executed.

Tell us what you said to him?—I believe the alterations were attested by one witness only.

You are not asked to tell us that.—What did you say to him about it?—As I said before, that the alterations were not properly executed.

Did you say why to him?—Because there was the name of only one attesting witness to the alterations.

Did he ask you to do anything; to prepare anything?—He asked me to make a codicil.

Did you prepare a codicil?—I did.

Was that codicil engrossed while he was there?—Yes.

On what?—I cannot be quite certain; but I should think upon the will.

Mr. BOVILL.—“Cannot be certain?”

Mr. SERJEANT SHEE.—Did he then execute that codicil?

Mr. BOVILL.—I object to that. Your lordship will have the kindness to take a note of my objection. My friend cannot take that evidence without producing the codicil.

Mr. SERJEANT SHEE.—Did he execute that codicil?

Mr. BOVILL.—Does your lordship rule the objection is invalid?

Mr. SERJEANT SHEE.—You say, “I am not certain, but I believe it was engrossed upon the will.” Did he execute that?

Mr. BARON MARTIN.—That is objected to.

Mr. SERJEANT SHEE.—Did he sign the codicil?

Mr. BOVILL.—I object to that.

Mr. BARON MARTIN.—I overrule the objection.

Mr. SERJEANT SHEE.—Did he sign it?—He did.

Did he take the will and codicil away with him?

Mr. BOVILL.—I object to my friend calling it a will.

Mr. BARON MARTIN.—He took the document away with him.

Mr. SERJEANT SHEE.—Both documents? And you have never seen them since, I suppose?—No.

Did he bring with him any written instructions for the codicil?

Mr. BOVILL.—I object to “instructions,” my lord.

Mr. SERJEANT SHEE.—Any written paper?—Yes.

Did you look at it?—I did.

Was it in his own handwriting?—I have no doubt about it.

Did you look at it while you were in the act of preparing his codicil?—I did.

And then he took them away. Is this the draft of the codicil (handing a paper to witness).—It is.

Did you read it over to the testator?—I did.

Before you engrossed the codicil?—I did.

Very well; and have you kept that at the office ever since?—This has been kept.

What was the day in August when this took place?—The 30th.

Mr. BARON MARTIN.—In what year?—In 1856.

Mr. SERJEANT SHEE.—Now, have you the business books of Messrs. Ring since the year 1839?—Mr. Ring has some of the books with him.

You have them behind you, I see; but before I go to that, is this the memorandum which he brought, and which you copied when you prepared the codicil?

Mr. BOVILL.—He has not told us about copying a paper.

The WITNESS.—Yes, the first half was brought with him; the rest is in my handwriting. Being names, I could not freely make them out, and I questioned them and wrote them down fairly on his direction.

MR. SERJEANT SHEE.—In what state of health was he at that time?—In his general state of health. He was very well.

How long was he altogether at that time with you?—An hour or an hour and a quarter—perhaps a little longer, while I took instructions and copied the codicil.

His place of business was not far off?—Not very far. A quarter of an hour's walk.

Now, you have the business books of Messrs. Ring. Have you looked in the office for the drafts of any previous wills?—I have.

Have you been able to find any?—Not any.

How many times have you been present when he has consulted you before this time in 1850 on the subject of making a will or codicils? About how many?—His consultations were generally with Mr. Ring. Perhaps he may have spoken to me about it two or three times only.

Is that Mr. Ring now living?—No.

He may have spoken to you about two or three times?—Yes.

How many wills have you engrossed for him before that one?—From recollection, four.

I believe there is no draft of them in your office?—None at all.

Can you give me the dates?—By referring to the books.

Are the entries in the book in your handwriting?—Not all of them.

Have you been in the habit of referring to the books from day to day as the business went on?—Frequently.

Then we know in that way that the entries are genuine?—Certainly.

Can you give us the dates at which wills or codicils were prepared?

MR. BOVILL.—Let us see the book to which you are referring, if you please, before you speak from it.

SERJEANT SHEE.—Whose writing is this?—The greater part of it Mr. George Ring's; there may be some of Mr. Charles's in it.

Can you tell me at what dates charges are made in the books of Messrs. Ring against him for the preparation of wills and codicils?

MR. BOVILL.—The first entry has not a word about the preparation of a will—the one he is going to refer to.

SERJEANT SHEE.—I do not know what he is going to refer to.

MR. BOVILL.—You must not assume that it is about the preparation of a will.

SERJEANT SHEE.—I have not asked him.

MR. BOVILL.—The entry has nothing to do with the preparation of a will.

SERJEANT SHEE.—The witness will have the goodness to do as I request him.

MR. BOVILL.—Your question is objectionable.

SERJEANT SHEE.—I cannot do anything without objection.

MR. BOVILL.—You cannot, indeed. If you look at the entry, you will find the question is objectionable.

MR. BARON MARTIN.—Brother Shee, how is this book evidence at all?

SERJEANT SHEE.—The book is not evidence except to refresh his memory.

MR. BOVILL.—Take one entry, and put a question upon it, and I will object.

Mr. BARON MARTIN.—What is it you wish to ask?

SERJEANT SHEE.—I wish to know what entries there are in that book which refresh his memory as to occasions on which the late Mr. Roupell came to have wills or codicils.

Mr. BARON MARTIN.—Looking at the book, do you find any entry to that effect?

Mr. BOVILL.—My friend says it is to refresh his memory. He must first ask whether he was present, and whether that refreshes his memory to whether he was present.

Mr. BARON MARTIN.—If the book is a book which he was in the habit of seeing from time to time, and seeing the entries in it, and of looking at an entry in that book, he can state, "Seeing this, I recollect that I saw Mr. Roupell upon the occasion of making a will;" he can say so.

Mr. BOVILL.—If my friend will put his question in that way it will be perfectly regular.

Mr. BARON MARTIN.—Looking at any entry in that book which you saw at the time it was made, does it enable you to say that old Mr. Roupell came to you about making a will? If you cannot, say not.—I find an entry, March 6th, 1839, "Richard Palmer Roupell, 5l." The book is endorsed "Account of drawing wills and codicils."

Mr. BOVILL.—The question is, do you remember having seen Mr. Roupell?—Yes.

Mr. BARON MARTIN.—What date is it?—March 6th, 1839.

Mr. BOVILL.—Whose writing is that?

SERJEANT SHEE.—Will you just be quiet, if you please?

Mr. BOVILL.—I object, unless it is proved to be in his handwriting, or he saw it at the time.

SERJEANT SHEE.—Now you modify it by saying, "or he saw it."

Mr. BOVILL.—I object to his reading the entry.

Mr. BARON MARTIN.—He is not reading it.

SERJEANT SHEE.—Was it in your handwriting? The will would be in your handwriting?—Yes.

Mr. BOVILL.—The entry?—The entry is Mr. George Ring's.

SERJEANT SHEE.—Is that the present Mr. George Ring?—No, his grandfather.

Is that a book kept at the time?—Yes, it was.

Entries made in the ordinary course of business?—Yes.

That is an entry of 5l.?—5l.

You know that was for a will, on account of the endorsement on the back of the book?—I am certain of it.

Have you any doubt of it?

Mr. BOVILL.—I object. My friend is now using the entry in that book, not to refresh his memory.

Mr. BARON MARTIN.—I cannot help it.

Mr. BOVILL.—He is now using the entry. I object to that.

SERJEANT SHEE.—Do you remember seeing him at the time the entry was made?—I am certain from the entry being made here that I did see him; I saw him on every occasion of his making a will in our office.

What is the next entry touching wills?—The next I believe to be a codicil. The entry here is "November 5th, 1839, first codicil, R. P. Roupell, 4 sides, £1 1s."

Mr. BARON MARTIN.—That is the charge?—Yes.

Mr. BARON MARTIN.—If you saw the entries at the time, and can refresh your memory, do so. We do not want the entry to be read.

SERJEANT SHEE.—Did you see that book at the time?

WITNESS.—This book at the time?

SERJEANT SHEE.—Yes.—Witness.—I do not know that I did at the time. It is not in my handwriting. I might not have seen it at the time the entry was made; it was made by Mr. George Ring.

Do you remember preparing any?—I cannot say I recollect preparing any.

Now look at the new entry.

Mr. BARON MARTIN.—Do see if he is entitled to look at it.

Mr. SERJEANT SHEE.—He is entitled to look at it if he saw it at the time.

Mr. BARON MARTIN.—This last one he had no right to speak to at all.

Mr. SERJEANT SHEE.—Look at the next.

Mr. BOVILL.—Do not read it.

SERJEANT SHEE.—Have you any recollection of seeing that entry at the time?—No, I have not.

About the time, have you?—No; I do not recollect having seen it at the time.

That is the second codicil, is it not?

Mr. BOVILL.—No, no; that is objectionable.

SERJEANT SHEE.—Have you any recollection of any codicil of that first will you mentioned?—No, I cannot say I have.

Now look at the next entry, and first satisfy yourself whether you saw it at the time.

Mr. BARON MARTIN.—At or about the time.

SERJEANT SHEE.—It was a book you were in the habit of seeing, and seeing the entries in it?—I can speak to the next—the entry of the next will being prepared.

Mr. BOVILL.—The question is whether you saw that entry at or about the time?—I do not suppose I did see the entry at the time.

Mr. BARON MARTIN.—You can speak to the next—when is that?—This is October 9.

Mr. BOVILL.—But you did not see that entry at or about the time?—Not that I know of.

Mr. BOVILL.—Then you may shut it up.

SERJEANT SHEE.—Do you recollect at that time having a conversation with him about a will, and receiving verbal instructions from him about a will and engrossing?—I know he came to the office about that time.

Did he converse with you upon it?—Perhaps not.

In your presence did he?—No, I do not suppose he did. I think it is very likely he did not.

You do not remember having seen him at that date?—No, except that—

MR. BOVILL.—You are not going to refer to that entry?

SERJEANT SHEE.—He was not going to refer to it. Except what?

MR. BOVILL.—He was going to refer to it.

SERJEANT SHEE.—If you did not see it at the time, you cannot do it. Do you remember preparing anything for him at that time which he signed?—It was what I was going to say.

MR. BOVILL.—Not from the book, from memory, independently of the book.

SERJEANT SHEE.—From memory, independently of the book?—I know about that time I copied a will, about 1840.

MR. BOVILL.—But you know it only from the entry?—I refresh my memory as to the year.

SERJEANT SHEE.—Do you remember about that time?—About that time, yes.

Is there any trace of that will, any draft or anything in the office?—No.

Now look at any subsequent date. First satisfy yourself before you say anything about it that it is in your handwriting, or that you saw it at the time.

MR. BOVILL.—Before you read it, is it your writing, or did you see it at the time?—It is not my writing, and I do not know that I did see it at the time.

SERJEANT SHEE.—Have you any recollection of making, in concert with Mr. Roupell (that is, after conversing with him about it), any will about 1843?

MR. BOVILL.—Independently of looking at the book.

SERJEANT SHEE.—Yes, independently of looking at the book?—I could not say independently of looking at the book.

SERJEANT SHEE.—Now I propose, my lord, to ask the witness if he remembers the contents of that will of 1850—what properties were devised in it?

MR. BOVILL.—I object. At present there is no proof of any will of 1850.

SERJEANT SHEE.—Pardon me one moment. Your lordship heard my statement respecting that will. Your lordship will recollect that that will, if I am truly instructed, was in the *escritoire* of the deceased Mr. Roupell in his bedroom at the time of his death.

MR. BARON MARTIN.—So you stated.

SERJEANT SHEE.—My lord, I propose to prove that that will is not to be found anywhere now, and that it has been destroyed.

MR. BARON MARTIN.—Upon proving that, you may be in a condition to ask—after you have given evidence to show that that will cannot be produced—you may be in a condition to ask its contents.

MR. BOVILL.—At present, all my friend has proved is a piece of paper; he has no right to call it a will. My friend stated that there was this piece of paper, whatever it was, in the possession of William Roupell.

SERJEANT SHEE.—I have also stated that I shall call William Roupell.



Mr. BARON MARTIN.—You are not in a condition to give secondary evidence of a document until you either prove the loss of the original, or that it is in the possession of the other side, or that it is destroyed.

SERJEANT SHEE.—I am aware of that: strictly, of course, that is so; but when there is a full statement made——

Mr. BARON MARTIN.—I think Mr. Bovill is quite justified in this case in requiring the matter to be strictly proved.

Mr. BOVILL.—Mine is a reasonable objection.

SERJEANT SHEE.—Then, my lord, I will not say more than that I shall propose to do it at a later period of the cause, and to read a paper which I hold in my hand.

Mr. BOVILL.—As the witness is going to be called again, I reserve my cross-examination. Will my friend be good enough to let me see those papers which he has been asking the witness about, and which he put into his hands.

SERJEANT SHEE.—I have not put them in yet.

Mr. BOVILL.—If you examine the witness about them, I am entitled to see them. There are two papers.

SERJEANT SHEE.—Certainly. (The papers were handed to Mr. Bovill.)

Mr. BOVILL.—I will reserve my cross-examination, if your lordship will permit, until the witness is called again.

Mr. JOHN TREDWELL, *examined by Mr. LUSH.*

You reside at Streatham, I believe?—Yes.

Did you negotiate at any time with Mr. William Roupell for a sale of a piece of land?—Yes.

In what year?

Mr. BOVILL.—I object to this evidence. What, on earth, can this have to do with it? I am taking it in reference to what my learned friend opened—a negotiation of Tredwell about the purchase of a piece of land at Brixton—how is it to affect a question of whether a deed was executed with respect to an estate at Kingston. This was at Roupell Park, Brixton; and how can that have any effect upon a deed that is executed, or how can it be legitimate evidence?

Mr. BARON MARTIN.—If Brother Shee's statement is correct, it is relevant. Your objection can only be relevancy or irrelevancy; and if his statement is correct, it is relevant.

Mr. BOVILL.—The question is not about William Roupell, it is not relevant to him; the question is, whether Richard Palmer Roupell put his signature to a deed in the year 1855, that is the question. My learned friend may introduce a romantic novel of the life of anybody; but I object to it.

Mr. BARON MARTIN.—The only objection can be irrelevancy; there is no other objection to it. If Brother Shee's opening be correct, it is relevant.

Mr. BOVILL.—The question being whether a deed is signed by Roupell, he is to prove that somebody——

Mr. SERJEANT SHEE.—My friend thinks the only question is, whe-

ther the deed was signed by Richard Palmer Roupell; there is another question, whether it was not signed by William Roupell.

Mr. BOVILL.—Suppose my learned friend is about to make out that anybody signed a deed, and had no right to sign the deed, the history of that man's life—

Mr. BARON MARTIN.—He is beginning now to prove transactions which he assumes, presumes, or suggests may be used against him; and he opened the mode whereby he intended to do that; and this is a portion of it; and this is certainly not so irrelevant that it would authorise me to say he shall not give it in evidence.

Mr. BOVILL.—Supposing a trial with respect to an estate at Kingston, and that he should prove, with respect to some place at Southampton, totally unconnected with it, he had forged a deed or a cheque, that would not be admissible evidence.

Mr. BARON MARTIN.—Whether it would or not would depend upon the circumstances, if he showed the drawing a cheque at Southampton was for the purpose of getting money.

Mr. BOVILL.—I can only object to it.

Mr. BARON MARTIN.—The only objection to it is its irrelevancy. I cannot say it is irrelevant.

Mr. BOVILL.—Suppose Mr. William Roupell—

Mr. BARON MARTIN.—Suppose what Brother Shee opened.

Mr. BOVILL.—Suppose my learned friend said Mr. Roupell said, "I intend to forge a deed;" I should submit it would not be admitted in evidence.

Mr. BARON MARTIN.—That would be a mere hearsay, it would not be a transaction. He is now about to prove a transaction.

Mr. BOVILL.—But a transaction which I submit is not admissible.

Mr. BARON MARTIN.—It comes back to the old thing—Is it relevant, or is it irrelevant? All transactions are evidence which are relevant.

Mr. BOVILL.—How can it be relevant to whether Richard Palmer Roupell executed a deed or not?

Mr. BARON MARTIN.—The Jury will say that, after they have heard the fact. If Brother Shee's statement is correct, it is relevant.

Mr. LUSH.—In what year, Mr. Tredwell, was that?—1853.

What part of the year 1853?—I think it was August, 1854.

The negotiation was in 1854. How much money was he to pay?—5000*l*.

Mr. BOVILL.—Was this contract in writing?—Yes.

Mr. LUSH.—Have you got it?—Yes.

First of all, the contract for the sale, before we come to the deed?—These papers I got from my lawyer. I do not know which is the contract.

Mr. LUSH.—Will you trust me with them, I will find it.—Yes. (The papers were handed to the learned counsel.)

Will there be any objection to my client looking at them while I go on, to save time?—No.

Did you apply to him for payment before you got it?—Yes.

For how many months?—I cannot say exactly how many.

It was a long time?—Perhaps twelve months.

When did you afterwards receive payment?—On the 1st of August, 1855.

Of how much? do you remember? How much money did you receive?—5000*l*.

From whom?—From Mr. Whittaker.

Mr. William Roupell, you say you had applied to him several times. Had he promised you at any time when the purchase should be completed.—I really do not recollect when he promised.

Did he promise? You cannot recollect the day?—I cannot recollect the day when he promised.

Do you remember applying to him several times for completion.—Oh yes, and my lawyers.

Will you be good enough to look at those cheques and see the name, J. Tredwell, and tell me whether that is or is not your handwriting? (The cheques were handed to the witness.)—No.

Not either of them?—No.

Did you ever receive those cheques at all?—No. (They were handed back to the learned counsel.)

Now you say the year 1854 was when you made the—

Mr. BOVILL.—I object to this evidence.

Mr. LUSH.—When did you first speak to him about this purchase?

Mr. BOVILL.—To whom?

Mr. LUSH.—To Mr. William Roupell; in what year, Mr. Treadwell?—I think it would be in the latter end of 1853.

You think in the latter end of 1853.—Yes.

Was it long about in hand?—No; a few times—three or four times, perhaps.

Before the agreement was made?—Yes.

Have you any other papers. I do not find the contract here. (Some more papers were handed to the learned counsel.) May I look at these?—Yes.

It is not here, I will therefore return you these papers. Was that deed executed by Mr. William Roupell when he paid you the money?—I did not see Mr. Roupell when the money was paid; Mr. Whittaker paid the money.

Whose solicitor was Mr. Whittaker?—Mr. Roupell's.

And he paid you 5000*l*.?—Yes.

On the 1st of August?—Yes.

Mr. BOVILL.—Where is the contract?

Mr. LUSH.—I cannot find it amongst the papers.

Mr. BOVILL.—I thought you said it was there.

Mr. LUSH.—I did not say so, I did not know; Mr. Tredwell thought it was.

Mr. BOVILL.—Where is the conveyance?

Mr. LUSH.—There is the deed and covenant.

Mr. BOVILL.—It does not do to take things for granted. We took it for granted it was there.

Mr. BARON MARTIN.—What have you?

The WITNESS.—An agreement.

Mr. LUSH.—That is what I could not find. (It was handed to the

learned counsel.) That is a mistake, that is the draft of it?—I got it from my lawyer.

Mr. BOVILL.—Only another time you must be particular, and not go on.

Mr. LUSH.—What other time, Mr. Bovill? I thought it was there; the witness said so.

Mr. BOVILL.—I am not complaining of you.

Mr. LUSH.—I do not thank you.

Mr. BOVILL.—I do not expect you will: I am objecting. Another time I shall object to taking anything for granted. I do not ask you to thank me.

*Cross-examined by Mr. BOVILL.*

Have you anybody in your employment who receives money for you?—No.

Not at all; had you then, in 1855?—No; I received the money.

Received cheques yourself?—Cash, not cheques at all. I never had a cheque at all, or anything to do with a cheque of Mr. Roupell's; I had it in Bank of England notes of 1000*l.* each, five of them, from Mr. Whittaker—not Mr. Roupell.

Are they at all like your signature?—No; not at all.

No resemblance?—Not at all.

Have you seen cheques and bank notes with the names of people written upon them when the object has been to make some note of what they were for, or what amount they are, or anything of the sort?—Oh, yes.

Very often?—Yes.

This is not at all like your signature?—No.

*Re-examined by Mr. LUSH.*

Does either of them appear to be an imitation of yours?—I should call that a bad imitation—this one, but the other is nothing at all like my signature.

And one, you say, is a bad imitation?—This is a very bad imitation.

Are those documents in your writing?—Yes.

Which?—That one.

Did you ever have anything to do with old Mr. Roupell. Did he know your writing at all?—No.

Or you his?—No.

What word is a bad imitation; can you see at this distance?—No, I cannot.

Just identify which it is?—This one, over Mr. Roupell's name.

Mr. ALEXANDER BALFOUR *examined by Mr. BROWN.*

Mr. Balfour, were you a clerk in the Bank of England in January, 1855?—Yes.

Will you take that cheque of 500*l.* into your hand? I will hand you up both cheques. (The cheques were passed up to witness.)

Will you be kind enough to look at the 500*l.* cheque, dated the 16th January, 1855, drawn by "R. P. Roupell"?—Yes.

Had he an account at the Bank of England?—He had.  
I think that is drawn on the Bank of England?—This one is, the 500*l*.

Was that cheque paid on the 16th January, 1855?—No.

When?—The 18th.

And passed to Mr. Richard Palmer Roupell's debit?—Yes.

That is the 500*l*. Now, look at the other cheque for 4500*l*.

Mr. BOVILL.—I object to this evidence also, as to the transactions of Mr. William Roupell with the Bank of England.

Mr. BARON MARTIN.—It is all the same objection: Your objections are only objections to relevancy. They are proving a fact, and that fact is that there was a cheque passed to the debit of Mr. Roupell on the 18th of January, 1855.

Mr. BOVILL.—It is the same class of objection. I wish to have it clear that I object to the evidence of each of these witnesses as it comes. I beg your lordship to take a note of my objection.

Mr. BARON MARTIN.—“Mr. Bovill objects.”

Mr. BROWNE.—“Mr. Bovill objects to everything.” That will save a great deal of time.

Now, the 4500*l*. cheque, was that also paid and debited to Mr. Richard Palmer Roupell?—Yes.

Mr. BARON MARTIN.—What date?—On the 27th of January.

Dated the 27th?—It was dated the 26th, and paid on the 27th.

Mr. BROWNE.—Debited to Mr. Richard Palmer Roupell's account?—On the 27th.

Have you any note of whom it was paid to?—It has gone to the account of William Roupell, the 4500*l*.

Had William Roupell an account at the Bank of England?—Yes.

It was carried to his account, I see. Have you got the account here?—Yes.

Let us see it. (The book was produced.)

Mr. BOVILL.—Just put it in, if you please, and give me Richard Roupell's.—This is William's.

Where is Richard's?—I have not got Richard's, except the cheque.

Mr. BROWNE.—Whose pass-book is this?—Richard's.

Is this Richard's pass-book?—It is “R. P. Roupell.”

A JUROR.—Who were those cheques drawn in favour of?—“Treadwell.”

Treadwell, both?

Mr. BOVILL.—Treadwell or Barrow?—Yes, Treadwell or Barrow.

Mr. BROWNE.—That 500*l*., you have no note of to whom that was paid?—No; that came from the Union Bank.

*Cross-examined by Mr. BOVILL.*

Is this the ledger account?—No, it is the waste book.

I want the ledger account?—I have not got the ledger; that is the book it is entered into when it comes in.

Have you not any book down here that will show me the state of William Roupell's account?—No: I have not anything more than that one to his account.

Have you got anything here which will show the balance of William Roupell's account?—No: you will find it in the pass-book there.

Mr. BOVILL.—This is Richard Palmer Roupell's book. Here are 43, 44, 45.

Mr. LUSH.—That comes down to his death, I think?

Mr. BOVILL.—You have not got the other account, William's?—No.

Mr. LUSH.—Put in that pass-book.

Mr. BROWNE.—It is in. (To witness) Just look at these cheques, if you please, and say if these cheques are Richard Palmer Roupell's signature?—Yes.

Mr. BROWNE.—We want them, my lord, for purposes of comparison hereafter. If my learned friend will lend us an envelope we will put them in.

Mr. BOVILL.—Did these cheques come from the Bank of England, or what?—They come through the Bank of England.

Is it the practice of the Bank of England to return their cheques?—Always.

They always return their cheques?—Always.

Here are one, two, three, four, five, eh?—I don't know how many there are.

There are five cheques produced. About how many cheques do you think were returned altogether of Richard Roupell's; a great many more than five, I suppose?—Oh, yes. I cannot remember: it is too far back.

Mr. SERJEANT SHEE.—You can have more of them, if you like, but these have the initials of the witness.

Mr. BROWNE.—These are the initials of this particular witness on these cheques. There are others initialled by others. We could not have all the Bank of England clerks here.

Mr. BOVILL.—These have been produced by the witness as the cheques of Mr. Richard Palmer Roupell. At present there are five cheques; that is all I have at present.

Mr. BROWNE.—I will ask you if these cheques are also in Mr. Richard Palmer Roupell's writing. You know his writing well; just look at them and see?

WITNESS.—Yes, I should say all of them.

Mr. BROWNE.—Then, we will put them in.

Mr. BOVILL.—Just let me see the other cheques that you have now produced.

Mr. WILLIAM ALBERT CLARK, *examined by* Mr. BROWNE.

Are you a clerk at the Union Joint-Stock Bank?—I am.

And you were, I believe, in January, 1855?—Yes, at that time I was.

Will you be kind enough to look at that cheque. (A cheque was passed to witness.) Was that paid into the Union Bank in January, 1855?—It was.

To whose credit?—Mr. Walter Watts.

Mr. BARON MARTIN.—That is the 500*l.* cheque?

Mr. BROWNE.—That is the 500*l.* cheque.

*Cross-examined by Mr. BOVILL.*

Have you got Mr. Watts' account there?—I have the entry in which we enter the credit paid in by the customer.

Have you got the account?—No I have not.

The ledger account?—The book is called the waste-book, in which we enter the credit paid in by the different persons.

Have you not brought the ledger down?—No.

You have no book that shows me the state of the account?—No, I have not.

**WILLIAM SAMUEL POWELL**, *examined by Mr. SERJEANT SHEE.*

You are managing clerk, I believe, to your father, who carries on business as a law stationer in Parliament-street, Westminster?—Yes.

Do you know Mr. William Roupell?—I do.

Do you remember seeing him in the month of July, 1855?—I cannot speak to the date. We frequently saw him in the way of business, but I cannot fix the date.

But you have books?—I have books which I can produce.

**Mr. SERJEANT SHEE.**—I will now ask my learned friends to produce the title deeds of the Kingston property; that is, the deed of July 16, from Jonathan Bullock, Bullock and others, to Richard Palmer Roupell; a deed, I believe of the like date, from the Corporation of Kingston to Richard Palmer Roupell; and a deed from John F. Elphinstone to Richard Palmer Roupell.

**Mr. BOVILL.**—I do not produce those deeds, my lord.

**Mr. BARON MARTIN.**—What do you call them?

**Mr. SERJEANT SHEE.**—The title deeds of the Kingston property, being conveyances from Jonathan Bullock and others, to Richard Palmer Roupell, from the Corporation of Kingston, and from Mr. John F. Elphinstone, to Mr. Richard Palmer Roupell.

**Mr. BARON MARTIN.**—They are called for and not produced.

**Mr. BOVILL.**—And not produced, my lord.

**Mr. SERJEANT SHEE.**—And the notice to produce is admitted?

**Mr. BOVILL.**—Yes.

**Mr. SERJEANT SHEE.**—Look at your books; have you got them here?—I have them all here.

Is that an extract you have taken from your book, or a sheet of it?—It is merely a list of dates, to assist me in references.

Can you tell me at what date, referring to that, you saw him first?

**Mr. BOVILL.**—First of all, see if the entry is in your own writing?

**WITNESS.**—If you will give me the date of the entry you wish, I will find it.

**Mr. SERJEANT SHEE.**—Look at the first entry that relates to the copying of any deeds for him, or to the engrossing of any deeds, in the month of July, 1855; you can see what they are when you look at the entry; but before you tell us anything about it, look at the book, and see if it is in your handwriting?

**WITNESS.**—In what month—July?

**SERJEANT SHEE.**—July, 1855; I believe it is July 16, but look?—On July 16 we have one.

Is that entry in your handwriting?—It is.

Referring to that entry, can you recollect what Mr. William Roupell told you to do when he came?—I cannot tell you that.

Did he bring anything with him when he came?—He either brought a draft or a deed; but I cannot tell you which.

Referring to that entry, can you tell us what you did for him?

Mr. BOVILL.—First of all, we must have what passed with him, and then I shall object to that.

Mr. SERJEANT SHEE.—He does not recollect that?

WITNESS.—I cannot say that Mr. Roupell brought them to start, with.

Mr. BOVILL.—He cannot say that Mr. Roupell brought anything.

Mr. SERJEANT SHEE.—After he came, did you do anything for him?

Mr. BOVILL.—He does not say that he came.

Mr. BARON MARTIN.—You should not interfere, Mr. Bovill. He is in the hands of brother Shee. I must hear what the question is.

Mr. BOVILL.—The question is, "When he came;" but he has not said that he did come.

Mr. BARON MARTIN.—He has said that Mr. Roupell came and brought a deed with him.

Mr. SERJEANT SHEE.—After he came in the month of July, can you by reference to your book tell us whether any work was done for him at that time?—I can tell you, by reference, everything that was done.

Mr. BOVILL.—Is it in your own writing.—In my own writing? I can tell you by reference to my book.

Mr. BARON MARTIN.—What can you tell us?—I can tell you that on the 16th of July—

Mr. BOVILL.—I object to this. At present he has not proved any orders or any instructions from Mr. Roupell.

Mr. BARON MARTIN.—I can only say the gentleman said that Mr. William Roupell either brought a draft or a deed with him.

Mr. BOVILL.—He says that he cannot say Mr. Roupell brought anything.

Mr. BARON MARTIN.—What can you say?—That we received a deed, I cannot say at his hands; I have not said at whose hands.

Mr. BOVILL.—You have not said that Mr. Roupell brought anything.

Mr. SERJEANT SHEE.—My question to you is, can you, by reference to that book, tell us what you did with the deed?—Yes, that I can.

Mr. BOVILL.—I object to that, my lord. He might have received it from fifty people. It does not prove that he received it from Richard Roupell or William.

Mr. BARON MARTIN.—Did you do any work?—We did.

Who did you debit it to?—Mr. William Roupell; but not brought by his own hands.

Mr. BOVILL.—Were you present when it was paid for?

A JUROR.—He says it was not brought by his own hands.

WITNESS.—But done for him, done for Mr. William Roupell.

Mr. BOVILL.—You must have it regular, if you can prove anything.



Mr. SERJEANT SHEE.—Do you know whether it has been paid for?  
—It has.

By whom?

Mr. BOVILL.—Were you present when it was paid for?—My father was.

Mr. BOVILL.—Then that is not you. If my friend will make his questions regular——

Mr. SERJEANT SHEE.—Is your father here?—He is here.

Mr. SERJEANT SHEE.—Then just call him in. When the work was done, do you know to whom it was given?

Mr. BOVILL.—Were you present?—I cannot say whether we sent it to Mr. Roupell's office, or whether we delivered it to him in person. It is seven years ago, and I cannot recollect.

Mr. BOVILL.—You do not know; you do not remember anything yourself?—No.

Mr. BOVILL.—You must not tell us what other people did.

Mr. SERJEANT SHEE.—Allow Mr. Powell, the father, to be sworn.

SAMUEL GOODYEAR POWELL, *examined by* Mr. SERJEANT SHEE.

We hear from your son that you are a law stationer, in Parliament-street?—I am.

And we also learn than in your books there are entries of business done and charged to Mr. Roupell.

Mr. BOVILL.—At present we have not got anything charged to Mr. Roupell.

Mr. SERJEANT SHEE.—Business done in July, 1855; look at the entry.—What date in July?

The 16th of July, 1855?—"16th of July, 1855, Roupell."

Do you know Mr. William Roupell?—Yes.

Did you see him at the office about that time?—I have not a very distinct recollection of seeing him about that time.

Mr. BOVILL.—Do not tell us anything that you do not recollect.—Then I cannot say I saw him—not at that time.

Mr. SERJEANT SHEE.—Not at that time, you mean?—No.

Look at that entry.—Yes, I see it.

Have you personally received any payment for the work which that entry records?—Yes.

From whom?—Mr. William Roupell.

Mr. BOVILL.—Personally?—I cannot say about personally.

You must be careful.—Personally I cannot say. I think it is almost certain I did, but really I cannot recollect at this distance of time.

It is only what you remember that we want.—I know I have been paid.

Mr. SERJEANT SHEE.—You do not remember seeing him at that time?—Well, about this time; at the earlier part of our dealings, which I assume this was, he was frequently in the habit of coming. I cannot distinguish one day from another, but he was very often in the

habit of calling on me, accompanied by Mr. Watts. They seemed to be inseparable.

Do you know of any work that was done at your place of business being delivered to him?

MR. BOVILL.—Personally?—Yes, frequently.

SERJEANT SHEE.—About that time. Do you know of any of the work recorded in that entry?

MR. BOVILL.—He says no.

WITNESS.—I really cannot say at this distance of time. I think his habit was at that time (I will undertake to say that distinctly), was most assuredly, in the early part of our dealing together, to bring things in person, and to take them away personally, but I cannot speak of any one of these particular things. That was his habit; I can speak of that.

Had you any clerk in your employment at that time who would be likely to see him, or take any messages from you to him?—My son is more likely than anybody. My son has the detail of the business; I have not. Of course I know generally what takes place in my office, but I cannot speak particularly.

Tell me this: Do you make a memorandum on any deeds that you copy?—We do.

Should you know them again if you saw them?—Yes.

MR. SERJEANT SHEE (addressing MR. BOVILL).—Do you still refuse to produce them?

MR. BOVILL.—I do. Show that we have got any such deeds by all the proper witnesses.

MR. SERJEANT SHEE.—Have you ever received any payments from him?—Yes.

MR. BOVILL.—Personally?—Personally.

MR. SERJEANT SHEE.—Just look at the amounts charged for the work to which your attention has been called.—I see the amounts.

Can you state from that entry what the nature of the work was?—Oh yes.

What was the nature of the work?—The first entry was the conveyance.

From whom to whom?

MR. BOVILL.—I object to this.

MR. BARON MARTIN.—You need not ask him the entry, but what was the first work done?

MR. BOVILL.—That I object to, unless there are orders from somebody, which are not proved.

MR. BARON MARTIN.—He is quite in a condition to ask that.

MR. SERJEANT SHEE.—Do you recollect what work was done for Mr. Roupell at that time?

WITNESS.—On this particular date?

MR. SERJEANT SHEE.—Yes. Do you remember it?—I do remember it.

What was it?—The first was a conveyance.

MR. BARON MARTIN.—Engrossing a conveyance?—It was engrossing, but it is described as a copy here.

What was it?—An engrossment of a conveyance.

Mr. SERJEANT SHEE.—But do you know what it was an engrossment from?

Mr. BOVILL.—That I object to.

Mr. SERJEANT SHEE.—You do not remember?—I have some idea of it, but I have no particular recollection of it.

Did you see the thing he brought?—I cannot say now.

Did you see the thing you did—that was done in your office?—Well, it is almost certain I did, because I have a general surveillance of everything that is done in my office.

But have you a recollection?—No, I have not; it is seven years ago.

You have no recollection of it?—If you ask me specifically whether I recollect it, I should say that I don't recollect it; but I have something in my mind which tells me that I did see it.

You say it was something you had to engross?—Yes.

Do you know whether it was a draft that you had to engross from, or a deed?—I am sure it was not a draft.

What was it?—I am sure it was a document not capable of revision.

Mr. BARON MARTIN.—It would be just the same thing if you ask him what was the first work he did, if it was carting a load of dung into a field at Guildford.

Mr. SERJEANT SHEE.—What was the first work you did?

Mr. BOVILL.—My learned friend is endeavouring to get what he has no right to at present. He may be in a condition, when he has called the proper witnesses, to call on me to produce any paper, or anything else.

Mr. BARON MARTIN.—But is there any objection? There can be no possible objection to asking the man what was the work he did.

WITNESS.—I have described it.

Mr. BARON MARTIN.—The objections to documents are, that if you attempt to produce the contents of a written document in evidence, you must either produce the document, or put yourself in a condition to give secondary evidence of the contents; but writing a paper is nothing more than doing any other work you choose to name.

Mr. BOVILL.—Unless the description of the paper is given.

Mr. BARON MARTIN.—I cannot stop Serjeant Shee from asking that question. I will take care that nothing goes as evidence to the jury of a document, except the contents are got.

Mr. SERJEANT SHEE.—Can you tell you tell me the nature of the work that was done?—I have described it.

Can you recollect it?

Mr. BARON MARTIN.—Do not keep us here all day. Look at that. I understand that was an entry made at the time?—It was an entry made either by my son or me.

Did you see about it at the time?—I cannot say I did.

MR. WILLIAM SAMUEL POWELL *recalled*, and *examined by*  
Mr. SERJEANT SHEE.

Do you know what work you did for Mr. William Roupell?—I know it was a conveyance.

Do you remember enough of it to know from whom to whom it was?

Mr. BOVILL.—That I shall object to.

Mr. SERJEANT SHEE.—Can you, with reference to the entry at the time, inform us from whom it is a conveyance.

Mr. BOVILL.—You are not to state it. I object to it.

Mr. SERJEANT SHEE.—Do you remember what number of skins you copied.—Our engrossment made thirteen skins of parchment.

Mr. BARON MARTIN.—Just look at that. I understand that is in your own handwriting?—It is.

Looking at it, can you answer the question, and answer it candidly and fairly? Can you tell us what was the work you did?—It was a conveyance between Jonathan Bullock, Esquire, and others.

Mr. BOVILL.—I object.

Mr. SERJEANT SHEE.—Was it more than one conveyance?

Mr. BOVILL.—I object to his saying whether it was a conveyance or conveyances.

We did a conveyance; we engrossed a conveyance on parchment.

Mr. SERJEANT SHEE.—How many did you engross on parchment?—One conveyance and one deed of covenant between these parties, Bullock and others.

Mr. BOVILL.—You are not asked to state that.

Mr. SERJEANT SHEE.—What else did you do? You need not tell us in detail. Was there any plan?

Mr. BOVILL.—Is it still in your own handwriting?—Yes, there are five entries on that day in my writing. We drew a plan to the first conveyance—the thirteen skin conveyance.

Mr. SERJEANT SHEE.—And the next?—We did two other conveyances on the same day.

Mr. BARON MARTIN.—You engrossed two other conveyances?—On the same day.

Mr. SERJEANT SHEE.—And did you draw a plan to them?—Yes, we drew one other plan. One of the conveyances had a plan.

Do you remember whether you drew them from a draft or from a perfect deed?—I do not.

Can you tell me whether it was copied from a draft or from an engrossed document?—From the entry in my book, I infer that it could not be a draft.

Mr. BOVILL.—Do you remember?—It is impossible to say whether it was a draft, from my memory. The entry is the only guide I have at this distance of time.

Mr. SERJEANT SHEE.—Does that refresh your memory as to what it was?—Yes, it does.

What was it?—It was done from a deed.

Mr. BARON MARTIN.—It was a copy from a deed?—There is no doubt of it, my lord.

Mr. BARON MARTIN.—Then why cannot you say so?

Mr. BOVILL.—An engrossment from a deed?—An engrossment from a deed, or a copy; it is the same thing, done on parchment.

You have told us of three, how many did you do in that way altogether?—Five.

Mr. BARON MARTIN.—You copied five engrossments from deeds ?—Yes.

Now, do you remember thoroughly what the things were that were brought or that were sent to you, and the things that you did from them ?

Mr. BOVILL.—You personally ?—No.

Mr. SERJEANT SHEE.—Can you tell how long they remained at your place of business ?—Yes.

How long ?—From half-past five on the 16th of July until Thursday evening ensuing.

The 16th of July was on Monday, was it not ?—Yes, and they remained there till the evening of the 19th of July.

Now, endeavour to tax your recollection a moment ; just consider. Can you remember to whom they were delivered ?—I cannot.

Is there anything in your book that will enable you to refresh your memory upon that point ?

Mr. BOVILL.—In your own handwriting ?—Nothing to show me to whom they were delivered.

Mr. SERJEANT SHEE.—Can you say whether they were fetched or sent to the person for whom they were done ?—I cannot ; my book will not indicate that, and I have no recollection of it.

Do you recollect having any conversation with him at that time about them ?

Mr. BOVILL.—Do you remember any ?—I do not.

*Witness withdrew.*

WILLIAM ROUPELL, *examined by* Mr. SERJEANT SHEE.

Mr. Roupell, you are the son of the late Mr. Richard Palmer Roupell, and brother of Mr. Richard Roupell, the plaintiff in this case ?—Yes.

I believe that some time before your father's death you lived at his house at Brixton, called Aspen House, with your mother, sister, and brother, sometimes going to your chambers in St. James's-square ?—Yes.

I believe, sir, you had been articled to a solicitor of the name of Haslam, of Copthall Court, and had been admitted yourself as an attorney in the year 1854. Is that so ?—It is so.

You had an elder brother of the name of John, who, I believe, on account of some misunderstanding with his parents went abroad ?—On account of some misunderstanding with his father.

During the last six or seven years of your father's life, I believe you enjoyed his confidence to a very considerable extent. Is not that so ?—I did.

You were in the habit of seeing him occasionally in Cross-street—That is so.

And occasionally also on Sundays, I believe, at Aspen House ?—Yes.

Was it his habit to live, that is to sleep, at Cross-street, going to Aspen House on Saturdays, and staying till Monday morning with your mother, and brothers, and sisters, and then returning on Monday to Cross-street ? Was that his practice ?—It was his usual practice.

Now, sir, you of course know that your father had property at

Streatham which was called Roupell Park, and property at Kingston called Norbiton Park Farm?—Yes.

Do you remember negotiating with Mr. Treadwell for the purchase of a small piece of land near your father's property, Roupell Park?—I do.

Mr. BOVILL.—I object to that on the same grounds.

Mr. BARON MARTIN.—It is as well to have it on Mr. Treadwell's evidence as on his evidence. It is useless repeating the objection over and over again.

Mr. SERJEANT SHEE.—Pending that negotiation for the purchase of the small piece of land, did you speak to your father on the subject?—Yes.

You spoke to your father about the piece of land which you wished to purchase?—I did.

Did you make any proposal or suggestion to him about it?—I proposed that he should purchase it.

Did you tell him at what price it could be bought?—Yes.

Did you urge on him any other consideration which would induce him to purchase it?—I told him that I was authorized to offer him 250*l.* a-year for the piece of land upon lease.

Did you tell him by whom you were so authorized?—Yes.

By whom did you say you were authorized?—By the Unity Fire Insurance Company.

Had you told him at any time before that you were in any way connected with that Company?—Yes, frequently.

What had you told him your connexion with that Company was?—I told him that I was their trustee.

Did you say what you were their trustee for?—For a sum of money to be invested in building.

Did you mention the sum of money?—Yes.

What sum of money did you mention?—50,000*l.*

How long before you spoke to him about this little piece of land had you told him that?—I think about two years before.

Between the date of your first telling him that, and the proposal to purchase this piece of land, had you paid him money in respect to that Roupell Park estate?—Yes.

What money had you paid him, and what did you represent it to be when it was paid to him?—I paid him several thousand pounds, and I represented them to be the rent of the Roupell Park estate.

Did you represent by whom the rent was paid?—Yes, by the Unity Company.

Did you ever tell him how that you had been constituted trustee?—Yes.

What did you tell him?—I showed him a deed which purported to be a deed of trust.

Now up to that time when you first told him this, who had received the rents of the Roupell Park estate?—(No answer.)

Up to the time when you first told him that you were trustee for the building fund, who had received them?—He had received them.

Who received them after you told him that you were their trustee appointed under a deed?—I did.

Did you show him the deed?—Yes.

Was that deed executed?

Mr. BOVILL.—We must have the deed.

Mr. SERJEANT SHEE.—Have you got that deed?—I have not.

What did you do with it?—I burnt it.

When and where?—I burned it three years after my father's death.

Do you remember where?—At Copthall Court.

By whom did that deed purport to be executed?

Mr. BOVILL.—Was it stamped?—It was engrossed on stamped parchment.

Mr. SERJEANT SHEE.—By whom was that deed purported to be executed?—By the Unity Company.

Is that a Corporation?—Yes.

By whom was it executed?—By myself.

Do you know of his giving any notice to the tenants, after you first mentioned it to him, not to pay rents?—Yes.

By that deed did you state what the rental of the property was to be—what the Unity Company were to pay? Did you state to him yourself what the Unity Company would have to pay?—Yes.

How much?

Mr. BOVILL.—I have not taken the objection to this class of evidence. I object to it again.

Mr. BARON MARTIN.—I do not see what bearing it has on the case.

Mr. Serjeant Shee opened a very intelligible case to us.

Mr. SERJEANT SHEE.—Your lordship will see the bearing of it when I ask another question.

How near was the piece of property that you wanted to purchase of Mr. Treadwell to the Roupell Park estate?—It was contiguous to it.

Well, now, when you proposed to purchase that piece of property of your father, what representations did you make?

Mr. BOVILL.—That I object to. Do you persevere in it?

Mr. SERJEANT SHEE.—Yes. How did you recommend the purchase to him?—I told him I was authorized to give 250*l.* a-year rental for it, to be added to the rental which he had already been told the Company were willing to pay for the whole of the estate.

Now did you that time get these cheques from your father?

(*Cheques handed to witness.*)

Mr. BOVILL.—I am not aware, my lord, that he has stated any time all at present.

WITNESS (*Looking at the cheques*).—Yes.

Mr. BARON MARTIN.—Oh yes, he has—the time of the negotiation with Treadwell. (*To witness.*) Those are the two cheques I suppose?

Mr. SERJEANT SHEE: You got these cheques. Did you tell him what you wanted the 500*l.* cheque for?—Yes.

What for?—As a deposit.

And the other for the remainder of the purchase-money? Precisely so.

Mr. BOVILL.—That is a leading question.

Mr. SERJEANT SHEE.—It is not leading.

Mr. BOVILL.—It is leading. It is putting the very words into his mouth.

Mr. SERJEANT SHEE (*to witness*).—You see the signature of John Treadwell at the back. Is that the signature of John Treadwell?—No. Whose signature is it?—It is mine.

What did you do with those cheques?—I appropriated them to my own purposes.

Who did you give the 500*l.* one to? You say you appropriated it to your own purposes; but to whom did you give it?—I forget for the moment. I think I changed it to Mr. Taylow, but I am not sure.

Who is Mr. Taylow?—Mr. Taylow is a solicitor of Scott's Yard, in the City.

Well, when you did that, was your bargain with Mr. Treadwell complete as to its terms—had you come to terms?—The negotiation was still pending.

Well, when was the bargain completed—I don't mean the purchase completed; but when did you come to terms. About when?—I do not think the terms were completed much before the actual completion of the purchase.

And when was that, if you recollect? Do you recollect when that was?—Some little time after I received those cheques from my father.

Can you give us any notion how many months after?—I cannot. I think about three months.

Now, then, after having received those cheques, and used them as you say, did you make any further proposal to your father about the Kingston estate?—I did.

What was that proposal?

Mr. BOVILL.—That I object to, my lord.

Mr. SERJEANT SHEE.—And when was it made—about when?—It was made in 1852.

And about what month?—I think in June.

Do you remember making a memorandum in your father's book about that time?—I recollect giving an acknowledgment.

That being so, what was the proposal that you made to your father—what did you tell him, and what did you propose that he should do?—I proposed that he should let it to the Company to which he believed he had let the Roupell Park estate.

Did you tell him on what terms, and for what they wanted it, and what they required before they took it?—I told him that they were partly disposed to take the estate on a building lease, and they wished to know upon what terms he would let it, and he replied that they might have it for 500*l.* a year.

Did you state to him anything that they required to know, or be satisfied of, before they came to any such bargain?—I told him that they would require to be satisfied as to the title being good.

Having told him that, were any documents connected with the property produced?—I told him it would be necessary to submit the title-deeds of the Kingston estate to counsel.



Where was it you told him that?—At Cross-street.

Do you know where the title deeds of the Kingston estate were at that time, or any of them?—They were at Cross-street, in the iron safe.

Were they taken out of it at that time—on that occasion?—Yes; he gave me the deeds, and I gave him an acknowledgment for them.

Will you just look at that acknowledgment. See if this is your father's book, and see if this is in your handwriting, and was written at the time?—(Looking at it.) Yes.

Mr. BOVILL.—Stop. I object.

Mr. SERJEANT SHEE.—My friend objects to its being read.

Mr. BARON MARTIN.—Yes, it should not be.

Mr. SERJEANT SHEE.—I do not apprehend it is of any great consequence, but surely it is a part of the transaction?

Mr. BARON MARTIN.—No; it is nothing more than a receipt. (Book handed to his lordship.)

Mr. SERJEANT SHEE.—Your lordship sees it is part of the representation.

Mr. BARON MARTIN.—I am always more willing to admit evidence than to reject it. My own impression is, that it is not evidence, and that it should not be read.

Mr. SERJEANT SHEE.—Wait a minute. I will offer it again a little later. (To witness): Did you tell him anything about the deeds after you had looked at them in his presence?

Mr. BOVILL.—That I object to.

Mr. SERJEANT SHEE.—Does your lordship see any reason for allowing that objection?

Mr. BARON MARTIN.—You have got what you are entitled to get from him by word of mouth: namely, what were the representations he made to his father with respect to those deeds; and I apprehend that an acknowledgment he gave at the time is not evidence. It is in the nature of a receipt. You are entitled to get from him what passed, and the representations he made to his father on which he gave him the note.

Mr. SERJEANT SHEE (to witness).—Did you make any statement to him, not as to the contents of the deeds; that is, not what I ask you, but as to whether they were all there or not?

Mr. BOVILL.—I object to that.

WITNESS.—I told him that all the deeds were not in his possession; that it would be well to inquire of Messrs. Marson and Dadley, his former solicitors, whether they had any of the deeds relating to the Kingston title.

Mr. BARON MARTIN.—Who are Marson and Dadley?

Mr. SERJEANT SHEE.—Did they act at any time as solicitors for your father?

WITNESS.—They acted for my father as his solicitors before I was articulated to Mr. Haslam as an attorney.

Was anything said at that interview as to whether they had taken any part, or had anything to do with those title-deeds or the property to which they relate? Was anything, at the interview with your father, said by him or by you as to Marson and Dadley having at any

time anything to do with those deeds or the Kingston property?—The title-deeds had passed through their hands.

MR. SERJEANT SHEE.—On what occasion was that said?—I think when the property was purchased by my father.

I will ask you one other question. Did you get the deeds?—I did.

After signing the document?—Yes.

MR. BOVILL.—Now, Serjeant, it is not regular to say “after signing it.”

MR. SERJEANT SHEE.—I have been at the bar as long as you, and I say it is regular.

MR. BOVILL.—It is a leading question, because it makes all the difference as regards the admissibility of the document. That is your object.

MR. SERJEANT SHEE.—I am much obliged to you for imputing motives; but it does not matter. (To witness): Did you take the deeds to Marson and Dadley?—I did not.

MR. SERJEANT SHEE.—My lord, with your lordship’s permission, I propose to read the document.

MR. BARON MARTIN.—Do you insist upon doing so?

MR. SERJEANT SHEE.—Yes.

MR. BARON MARTIN.—Very well.

MR. BOVILL.—I must cross-examine upon that point. Just let me look at the paper before it is cross-examined upon. (Examined the paper.) Was this signed before or after you received the deeds?—At the time of receiving the deeds.

Was it not signed after you received them?—It was not.

You say it was signed before?—I signed it at the time I received the deeds.

You could not sign and receive the deeds at the same moment. Now, do you mean to say you wrote this out and signed it with one hand, and received the deeds with the other?—I do not, although that would be possible.

Did you sign it after you received the deeds?—The deeds were handed to me, placed on the table in his little parlour, and I then and there signed the agreement which is in that book.

When the deeds had been placed for you to take?—Yes.

MR. SERJEANT SHEE.—My friend says “when so placed for you to take,” were they placed on the table?—They were placed on the table?

Did you take them away before or after you signed that?—After I signed the book.

Now having got the deed, had you any communication with Marson and Dadley respecting them? Had you personally any communication with Marson and Dadley at that time respecting them?—I have an indistinct recollection of calling upon Messrs. Marson and Dadley to inquire after any papers which they might have in their possession relating to any of my father’s estates; but I cannot swear that it was upon this occasion.

Very well. Do you remember whether about that time any things were sent from Marson and Dadley to your father connected with this

Kingston estate. Did you see any thing of the kind?—They sent some abstracts of title.

Did you see them?—I did.

Did you take the deeds or show them to Mr. Leech?—I did not.

MR. SERJEANT SHEE.—Now I propose to read this.

MR. BOVILL.—I object.

BARON MARTIN.—I think I ought to act upon my own view. I do not think it is evidence, and I reject it. I think I ought to act upon my own judgment.

MR. SERJEANT SHEE.—Very well, my lord, if your lordship thinks so. Your lordship will have the kindness to take a note.

MR. BARON MARTIN.—I have done so.

MR. SERJEANT SHEE.—If your lordship thinks it is not evidence.

MR. BARON MARTIN.—It is a receipt for money—nothing more.

MR. SERJEANT SHEE.—Your lordship sees it was a part of a representation, and upon that part of representation we must rely. That is the way we put it. It is not a mere receipt.

MR. BARON MARTIN.—Then I can say nothing more than what I tell you. If you want to prove payment of money, if a person gives you a receipt for it, that is enough; but—

MR. BROWNE.—Your lordship knows that a receipt contains often many other things. It is not uncommon for a receipt to contain a warranty.

MR. BARON MARTIN.—Well, if the receipt contains a contract, you can prove it.

MR. SERJEANT SHEE.—We do not want to prove a contract. We want to prove a pretence or a representation.

MR. BROWNE.—A false pretence—a representation in writing delivered to the testator; and the receipt for money contains it.

MR. SERJEANT SHEE.—Well, then the document is not the less admissible because it contains a receipt mixed up with it.

MR. BARON MARTIN.—The principal object I have is, to avoid, if possible, a new trial: new trials are so mischievous. I do not want to admit what I have any doubt about; but if you insist upon it, I admit it.

MR. SERJEANT SHEE.—We offer it to show the terms upon which the testator parted with these deeds.

MR. BARON MARTIN.—All I can tell you, Brother Shee, is, that my impression is that it is not evidence; but if you will press it, you do it upon your peril. That is all I can say.

MR. SERJEANT SHEE.—I must ask your lordship to admit it. It is of great importance. Your lordship sees that it is a very peculiar case.

MR. BARON MARTIN.—Very well; you are doing this at your own peril; and if this document is not admissible, there is absolutely a new trial.

MR. SERJEANT SHEE.—We are aware of it, my lord. Will your lordship permit me to read it?

MR. BARON MARTIN.—Yes.

MR. SERJEANT SHEE then read the document.

“Memorandum, William Roupell this day takes the conveyances of

the Kingston estate to Marson and Dadley's for inquiry after title-deeds, and afterwards to see Mr. Leech for opinion upon title.

"WILLIAM ROUFELL."

Mr. SERJEANT SHEE.—There is, then, something like an "O" and "title." (To witness) Pray, did you know the book before this occurrence?—It was my father's private memorandum.

Now, having got these deeds, what did they consist of—what were they?—They consisted of the title deeds of the Kingston estate.

Mr. BOVILL.—I object to what they consisted of. They are not shown to have come to your client.

Mr. BARON MARTIN.—They will get at that in a moment.

Mr. BOVILL.—They cannot, indeed.

Mr. SERJEANT SHEE.—Having got the deeds, what did you do with them?—I took them to Messrs. Powell, the Law Stationers, in Parliament-street, to have them copied on parchment.

Whom did you see at Messrs. Powell; do you remember; the father or the son?—I think I saw them both.

Did you give any particular instructions about them which you recollect besides what you told us as to when they should be done; or anything of the kind.

Mr. BOVILL.—This I object to, my lord.

Mr. BARON MARTIN.—Is there anything novel in your objection.

Mr. SERJEANT SHEE.—Did you ever receive them back?—I received them back the day after I left them with Messrs. Powell,

Did you receive two sets? The one you left and copies?—I received back the original and the duplicates which I had ordered to be made.

Do you know now what has become of the duplicates which you ordered to be made?

Mr. BOVILL.—What did you do with them?—I burnt them.

Mr. SERJEANT SHEE.—What did you first do with them?—I made them resemble the original title deeds.

When did you burn them?—The night before I left England.

Where?—At Aspen-house.

You say you made them resemble the original deeds; in what way? What did you do to them?—I filled in the dates which had been by my directions left blank by Messrs. Powell, and I added the signatures as well as I could imitate them, and the seals, also the alterations.

What did you do with the real deeds?—I took them to the Messrs. Whittakers, of 12, Lincoln's-inn-fields.

Solicitors?—Yes, my solicitors.

Did you give them any instructions when you took them to them? Did you direct them to do anything?—They had been told a short time previously.

By whom?—By me, that it was my father's intention to convey this property to me, and by my directions they commenced to prepare the deed of conveyance to me.

Well, having commenced, did they send you anything?—did they send you anything for yours, or anybody else's approval? "They

commenced preparing," you say, "a deed." Did you see that deed before it was engrossed?—Yes.

Very well. Did they send you a draft of it, or give you anything?—They enclosed the draft in an envelope to my father, which was given to me to deliver to him.

Is that the document they sent to you? (*handing same to witness*)—

Mr. BARON MARTIN.—The draft you mean?

Mr. SERJEANT SHEE.—Yes, my lord, the draft.—(*Having examined the document*)—Yes.

(*The document was handed back to the learned counsel.*)

Did you deliver it to your father?—I did not.

Or the letter?—No.

Did you either send it or take it to Mr. Whittaker?—I took it back to Mr. Whittaker.

Do you remember what you told him when you took it back to him?

—That my father approved it.

Did you then give him any further instructions as to the preparation of a deed?—I told him to engross it.

Mr. BARON MARTIN.—Told him to do what?

Mr. SERJEANT SHEE.—Told him to engross it. While he was engrossing it, do you remember whether you went to the Kingston Station with anybody?—About that period I went to the Kingston Station with Mr. Foster, the well-known estate agent, and I think Mr. Watts also accompanied us.

Did you give any directions to anybody to do anything as to the estate—to Mr. Foster, for instance?—I directed him to value it.

Did you give any special directions as to its valuation relating to the way in which it was to be laid out?—I wished him to advise me as to the best means—

Mr. BOVILL.—I object to this.

The WITNESS.—Of developing the estate as a building property.

Mr. SERJEANT SHEE.—Did you get the valuation?—I did.

Mr. BOVILL.—I object to all this.

Mr. SERJEANT SHEE.—Did Mr. Whittaker send you an engrossment?

Mr. BOVILL.—I also object to any leading question of any sort or kind to this witness.

Mr. SERJEANT SHEE.—Did you get any engrossment?—I did.

Who from?—From Messrs. Whittaker.

Having got it, what did you do with it? What did you do with it or to it?—I arranged with Mr. Dubb and Mr. Truman, who were agents of mine at the time, to call at Aspen House, as I wished to see them. When they attended I signed the conveyance.

Mr. BOVILL.—You cannot call it a conveyance at present; you signed the parchment.

Mr. SERJEANT SHEE.—You signed the engrossment?—I signed the engrossment in their presence, and asked them to attest my signature. I then turned the engrossment, round and placed a piece of blotting-paper lightly over that portion of the attestation which contained my

father's name, leaving exposed only a portion of that which related to my own name, and as if to keep the deeds steady I retained my hand there whilst they attested that which they thought was my——whilst they attested my signature.

MR. BARON MARTIN.—Then I am to understand you that he did not see your father sign it?—Clearly so, my lord.

MR. SERJEANT SHEE.—Was his name there?—It was not.

At that time?—It was not at that time.

Was it afterwards added by anybody?—It was afterwards added by me.

Did your father know anything of it from you?—Nothing whatever.

MR. BARON MARTIN.—Am I to understand that he never, either before or afterwards, authorized the signature?—Clearly so, my lord.

MR. SERJEANT SHEE.—That done, what did you do with the deed, with the thing you had signed, the deed—what did you do with it?—I handed it to Mr. Watts, with directions to convey it to Messrs. Whittaker.

Well, now, I believe after your father's death you sold this property; you put it up for sale at the auction mart, did you not?—It was sold by the mortgagee, and I concurred in the sale.

Very well. Now, stop a minute. You say you gave that deed to Mr. Watts: did you afterwards see Mr. Whittaker?—I did.

Did you give him any instructions respecting the deed, as to what was to be done with it?—He was already under advances to me, and he was instructed by me to raise a loan upon the Kingston estate.

Did you tell him how much?

MR. BARON MARTIN.—That is, after this execution of the deed? I think it was 7000*l*.

MR. BARON MARTIN.—Then it is, "I afterwards saw Mr. Whittaker, I mean after the forgery of the deed."

MR. SERJEANT SHEE.—Yes.

Did you give him any statement as to the valuation of the property?—I gave him the valuation which I had obtained from Mr. Foster.

Well, you say you were indebted to him. Did you give him any instructions as to what he was to do with the balance of the money beyond what was due to himself?

MR. BOVILL.—I object to this, my lord.

MR. BARON MARTIN.—Very well.

MR. SERJEANT SHEE.—Did you tell him what to do with the money?—I was under great pecuniary pressure at the time, and I was anxious to complete as soon as possible.

Complete what?—I had several transactions afloat, and I had urgent need of the money.

Did you tell him what he was to do with that money—whether he was to pay any one particularly?

MR. BOVILL.—I object to your suggesting anything.

MR. SERJEANT SHEE.—I am not suggesting anything. Did you tell him what he was to do with that money?

MR. BOVILL.—That question will do.

MR. SERJEANT SHEE.—Whether he was to pay any one or not?—

I was anxious to complete the purchase of Mr. Treadwell's piece of land.

Did you give any instructions respecting that?—As Mr. Treadwell was becoming impatient, I begged Messrs. Whittaker to complete the purchase of the piece of land as soon as possible, holding the Kingston title deeds as security whilst they were raising a loan, a permanent loan, on that estate.

What did you mean by that word "complete?"

Mr. BOVILL.—I object to what he meant by the word "complete." We know the meaning of the word "complete."

Mr. BARON MARTIN.—I will tell you what I have got. (The learned judge read his notes of the witness's evidence.)

Mr. SERJEANT SHEE.—Did you afterwards execute any deed?—I afterwards mortgaged the Kingston estate.

Mr. BOVILL.—You were not asked if you mortgaged.

Mr. SERJEANT SHEE.—Did you execute a deed for that purpose or for any purpose?

Mr. BARON MARTIN.—Do you remember whether you executed a deed or not?

WITNESS.—I don't clearly recollect. I know I gave Messrs. Whittaker a legal power over the deeds of the Kingston estate which I had deposited with them, and on that security they advanced sufficient money to complete the purchase of Mr. Treadwell's field.

Mr. SERJEANT SHEE.—Did you at any time after that give them any further instructions connected with the Kingston estate for any other object?—I gave them instructions to obtain for me a permanent loan upon the security of the Kingston estate.

Very well; did they obtain the loan for you?—They did.

Did you execute any deed as security for that loan?

Mr. BOVILL.—I object to any security.

Mr. SERJEANT SHEE.—Did you execute any deed?—I executed a deed securing—

Mr. BOVILL.—You are not to state that.

Mr. SERJEANT SHEE.—What did you do with that deed? what was done with it?—It remained in Mr. Whittaker's hands, who acted both for myself and for his client who advanced the money.

You remember the sale of the property—the property being put up to auction?—I do.

Did you on that occasion execute a deed?—After the sale I concurred in the conveyance.

Mr. BOVILL.—You were not asked to state what you concurred in; you were asked if you executed a deed.

Mr. SERJEANT SHEE.—Did you execute a deed?—Yes; I did.

Mr. SERJEANT SHEE.—Now, I call for the deed of July 28th, 1855.

Mr. BOVILL.—At present you are not in a position to call for any deed.

Mr. BARON MARTIN.—What?

Mr. BOVILL.—My friend is not in a position to call for any deed. There are some deeds proved to have been in the hands of Mr. Whittaker, Mr. William Roupell's attorney.

Mr. LUSH.—And attorney for the mortgagee.

Mr. BARON MARTIN.—Who was the purchaser?—Mr. Waite.

Mr. BOVILL.—You were not present?

Mr. SERJEANT SHEE.—Do you know the estate that Mr. Waite now holds?

Mr. BOVILL.—I object to that. You have no right to ask about the estate Mr. Waite now holds. Let my learned friend call Mr. Whittaker.

Mr. SERJEANT SHEE.—What was the Kingston estate known by? what was the name of it?—The Norbiton Farm.

Mr. SERJEANT SHEE (to Mr. BOVILL).—You do not produce that deed?

Mr. BOVILL.—At present you are not in a position to call for it.

Mr. SERJEANT SHEE.—I say we are.

Mr. BARON MARTIN.—I would have Mr. Bovill consider what he is about.

Mr. BOVILL.—I will take your lordship's opinion whether my learned friend is in a position to call for the deed.

Mr. BARON MARTIN.—My own impression is that he is, but there may be some doubt about it.

Mr. BOVILL.—The deed is shown to be in the possession of Mr. Whittaker. Mr. Whittaker is a most important witness in this cause.

Mr. BARON MARTIN.—No doubt.

Mr. BOVILL.—Therefore it is a question as to who is to call Mr. Whittaker, therefore I shall take every possible legal means to force the plaintiff to call Mr. Whittaker.

Mr. BARON MARTIN.—I have already said I do not object to your doing it; but it appears to me that you can put the deed in yourself.

Mr. BOVILL.—If I refuse to produce the deed, are they in a position to call for it?

Mr. LUSH.—It stands thus: the defendant is in possession of the Norbiton Farm.

Mr. BARON MARTIN.—Just so; therefore I tell Mr. Bovill to consider what he is about.

Mr. BOVILL.—But it depends upon your lordship's ruling of the matter whether they are in a position to give secondary evidence. At present it stands thus, that there is a deed. What it is at present nobody knows, because there is no proof at all before your lordship that it related to the Kingston estate. There is no proof at all.

Mr. BARON MARTIN.—There is evidence already upon my note that Mr. Waite is the purchaser.

Mr. BOVILL.—Will your lordship forgive me: there is no evidence at all that any deed the present witness speaks of relates to the Kingston estate. There is not one atom of evidence.

Mr. BARON MARTIN.—There is.

Mr. BOVILL.—My lord—

Mr. BARON MARTIN.—There is.

Mr. BOVILL.—No, excuse me.

Mr. BARON MARTIN.—Now really, Mr. Bovill, I will not keep this up, because it is a very inconvenient mode of discussing what is



evidence and what is not evidence. I only tell you to take care what you are doing.

Mr. BOVILL.—I am quite aware of what I am doing, but your lordship must decide the matter.

Mr. BARON MARTIN.—No. The rule is this: a person is in possession of a deed, and will not produce it; afterwards he is not allowed to produce it in his own case.

Mr. BOVILL.—It is for your lordship to determine whether they are in a position to call for the deed. This is not a mere squabble about the production of a deed: it is an important question as to who is to call Mr. Whittaker. Therefore it is no mere captious objection, or anything of that kind. This is the evidence they have given. At present, for the sake of identity, they have been permitted to speak of a deed or a parchment, and so on. Yet your lordship said you would take care that there was nothing more, and that it was only legal evidence. Then it stands according to your lordship's view that this a piece of parchment that has been signed, but there is not the slightest evidence that this piece of parchment that he has been speaking about at all relates to the Kingston estate.

Mr. BARON MARTIN.—I think there is.

Mr. BOVILL.—Which part of it?

Mr. BARON MARTIN.—In the evidence of West, and in the evidence of Mr. Roupell. The evidence, I say, of Mr. Roupell is quite sufficient, and I might say the same with respect to some of the others. But it is clearly in evidence that this was a matter in reference to the Kingston estate; and there is that evidence of 5,000*l.* advanced by Whittaker.

Mr. BOVILL.—Evidence of 5,000*l.* advanced by Whittaker—upon what?

Mr. BARON MARTIN.—I should say upon those documents placed in his hand by Mr. Roupell.

Mr. BOVILL.—The question is now simply upon the production of a piece of parchment, which the present witness says he signed and his father did not sign. Now, there is no evidence that that particular document related to the Kingston estate.

Mr. BARON MARTIN.—I think there is.

Mr. BOVILL.—That document?

Mr. BARON MARTIN.—I think there is.

Mr. BOVILL.—Does your lordship rule that they are in a position to call upon me to produce?

Mr. BARON MARTIN.—I have stated my impression of the rule, and until Serjeant Shee asks me I will not give any preliminary opinion upon the matter.

Mr. SERJEANT SHEE.—Your lordship, I presume, is satisfied with the evidence of the heir-at-law?

Mr. BARON MARTIN.—It is no use beating about the bush: it must come out.

Mr. SERJEANT SHEE.—It is making three causes instead of one.

Mr. LUSH.—My learned friend had better consider. We are the heir-

at law. Now, if he refuses to produce it, he cannot prove it in evidence.

MR. BARON MARTIN.—I ask him to take care what he is about. There is a title proved by the heir-at-law. My brother Shee does not choose to rely upon that; he chooses to call for your title. It must come out at one time or another.

MR. BOVILL.—That is quite true, but your lordship sees that it makes all the difference whether they can excuse themselves from avoiding calling Mr. Whittaker.

MR. BARON MARTIN.—They don't call Mr. Whittaker. My brother Shee has a right to say, "I hold my hand at the present moment." That is the case.

MR. BOVILL.—I have got something here which, in the course of the case, must be produced—no doubt about that; and in the course of the case it will be produced, unless your lordship rules that it must be produced now.

MR. BARON MARTIN.—I assure you you run very considerable peril about it.

MR. BOVILL.—I ask your lordship whether you say they are in a condition to call for it. It is a very material matter in the conduct of the case. If your lordship rules that I am to produce it, I will produce it.

MR. BARON MARTIN.—I will not give any opinion about it. If my brother Shee calls upon me to call for it, I will do so; but I will not give any opinion at present about it. You must act upon your own judgment.

MR. BOVILL.—Would your lordship put it on your note—I ask your lordship to decide it, and your lordship declines?

MR. BARON MARTIN.—"Mr. Bovill asks me to decide a point which brother Shee does not."

MR. BOVILL.—I say they are not in a condition to ask us to produce it.

MR. BARON MARTIN.—You ask me to decide whether the plaintiff is in a position to call upon you to produce it. It is your pleasure whether you produce it or not.

MR. BOVILL.—It is a matter of obligation to produce it upon the peril of secondary evidence.

MR. BARON MARTIN.—All he can do is to ask you to produce it.

MR. BOVILL.—Will your lordship take a note of my objection?

MR. BARON MARTIN.—"Mr. Bovill asked me to decide whether the plaintiff was in a position to call for—what?"

MR. BOVILL.—For the deed executed by the witness.

MR. LUSH.—And the other deeds.

MR. BARON MARTIN.—I decline to give any opinion upon the subject.

MR. BOVILL.—You put it to me, on my responsibility, at my peril, of course; I cannot, under such circumstances, do otherwise than produce it. It was a question of time.

MR. BARON MARTIN.—If I were in your position, I should produce it at once.

Mr. BOVILL.—Of course, it is my title-deed, but I should have liked them to have had a witness in the box. I produce it under compulsion.

*(The deed was handed in.)*

Mr. SERJEANT SHEE.—And the other deeds.

Mr. BOVILL.—At present there is no evidence as to them.

Mr. SERJEANT SHEE.—We call for the other deeds. We propose, my lord, to read this deed; is this the deed? *(Handed to witness.)*

Mr. BARON MARTIN.—Is that the deed of sale to Mr. Waite?

Mr. SERJEANT SHEE.—No, the deed of gift purporting to be from his father to him.

Mr. BARON MARTIN.—The deed I have been discussing in my mind is Waite's deed.

Mr. BOVILL *(to witness.)*—Just hand me that deed back, will you?

*(The deed was handed to the learned counsel.)*

Mr. BARON MARTIN.—Waite's deed is the deed.

Mr. BOVILL.—That is another thing altogether.

Mr. BARON MARTIN.—I had in my mind the deed of sale executed to Waite, that is what has been in my mind.

Mr. BOVILL.—I have not the least objection to produce that.

*(The deed was produced.)*

Mr. BARON MARTIN.—The only deed at present we have in discussion is the deed to Waite.

Mr. SERJEANT SHEE.—It is not what we have been speaking of, or what the witness has been speaking of.

Mr. BARON MARTIN.—You call for the deed.

Mr. SERJEANT SHEE.—I call for the deed of the 28th July, 1855.

Mr. BARON MARTIN.—Mr. Bovill produces the deed of conveyance to the defendant.

Mr. SERJEANT SHEE.—That is not what I called for. I call, as I called before, for the deed of the 28th July, 1855.

Mr. BARON MARTIN.—For the forged deed. Now you must read this deed, and see what this deed is.

Mr. BOVILL.—Hand it back if you do not want it.

Mr. BARON MARTIN.—I apprehend this is a conveyance to Waite; then the inference is they have that further deed.

Mr. LUSH.—It recites it.

Mr. BARON MARTIN.—Does it recite this deed?

Mr. SERJEANT SHEE.—It can be put in, my lord.

Mr. BARON MARTIN.—Read this deed, if you please.

Mr. SERJEANT SHEE.—It is not the deed we call for, but we propose to read it.

Mr. BOVILL.—They put in this deed.

Mr. SERJEANT SHEE.—Certainly, we put it in for the recitals.

*(The Associate read the deed, dated 16th October, 1861.)*

Mr. BARON MARTIN.—I suppose it is nothing more than a deed of conveyance?

Mr. BOVILL.—That is all I wanted.

Mr. SERJEANT SHEE.—“Whereas the said William Roupell was, at

the time of the execution of the mortgage," and so on. Well now, had your father ever executed to you a conveyance of this property in fee simple? No.

Mr. SERJEANT SHEE.—Now I may call for the title-deeds, and, among others, for this deed of the 28th July, 1853.

Mr. BARON MARTIN.—You call for the title-deeds?

Mr. BOVILL.—The deed of gift, my lord.

Mr. SERJEANT SHEE.—Yes, for the deed of gift, and the other title-deeds.

Mr. BARON MARTIN.—And the alleged forged deed. What do you say, Mr. Bovill?

Mr. BOVILL.—I thought your lordship said they were not in a condition—

Mr. BARON MARTIN.—They are now, upon the deed being read. A deed is produced which purports to be a conveyance from the witness of a seisin in fee, and he states it arises out of the possession of these title deeds and that forged deed, and they, *primâ facie*, would be in the position of a purchaser; they ought to be there, and, *primâ facie*, are in possession.

Mr. BOVILL.—All he stated is, he put his name to the deed.

Mr. BARON MARTIN.—The story he has told is this. He got from his father the genuine title-deeds of this property. He forged title-deeds.

Mr. BOVILL.—Certain title-deeds.

Mr. BARON BRAMWELL.—And caused them to be delivered to his father—the forged deeds—and kept the genuine ones; that he delivered the genuine deeds to Messrs. Whittaker, and afterwards delivered to them a deed which purports to be executed by his father, which was forged; and that deed, according to his account, gave him the title in fee simple of this property, and, *primâ facie*, these deeds would be in possession of the person to whom the property is conveyed.

Mr. BOVILL.—The view I take is this: according to my opinion of the evidence he at present has not proved what the deed was, or that it related to his property. If your lordship would just renew the note—

Mr. BARON MARTIN.—Mr. Bovill objects, and I rule that Brother Shee is in a condition to give secondary evidence of those documents.

Mr. BOVILL.—Quite so.

Mr. SERJEANT SHEE.—Do you now produce the deed?

Mr. BARON MARTIN.—To give secondary evidence of the title.

Mr. BOVILL.—Then, my lord, the jury will understand at this moment that it was always to be produced?

Mr. BARON MARTIN.—I understand: it is fought till it is compelled.

Mr. BOVILL.—If your lordship will forgive me, I will tell your lordship the reason why it must be manifest to your lordship. I had got it here for no other purpose. It is my title-deed; but if I can make them produce witnesses, it is of great importance to me.

Mr. SERJEANT SHEE.—Is this the deed respecting which you told us that you signed your father's name, and got Dove and Truman to

execute the attestation?—Yes. I observe that it is sealed with my own seal—a seal that my father never used.

Mr. BARON MARTIN.—We had better get the other deeds as well.

Mr. SERJEANT SHEE.—Yes, let us have the other deeds, if you please.

Mr. BOVILL.—I do not produce any other deeds. There is no proof that there are any other deeds in my possession.

Mr. SERJEANT SHEE.—They are recited here; they must be produced.

Mr. LUSH.—You had better read the recitals.

Mr. BOVILL.—I do not produce any other deed.

Mr. SERJEANT SHEE.—Perhaps the officer will read the recitals. (The Associate read the recitals of the deed of July 28, 1855.)

Mr. SERJEANT SHEE.—I will not trouble you to read the parcels, if you go on the recitals.

The ASSOCIATE then read the recitals of the deed, and also the recitals in the second and third conveyance from the Mayor and Corporation of Kingston; Mr. Ferroll, on the part of the Lords of the Treasury, consenting; and also the recitals from the conveyance of Mr. Elphinstone to Mr. R. P. Roupell, his heirs and assigns.

Mr. BARON MARTIN.—I think those recitals are enough for your purpose.

Mr. BOVILL.—There is an ultimate remainder to Richard Palmer Roupell, his heirs and assigns for ever, in each case.

Mr. SERJEANT SHEE.—You have heard the recitals of the deeds in this deed executed by you in your father's name, you forging his name?—I heard them read.

Are the deeds, these recited deeds, the deeds which you took to Mr. Powell's?—They are.

Mr. BOVILL.—That is a question which I object to?

Mr. BARON MARTIN.—What is the question?

Mr. SERJEANT SHEE.—Are the deeds recited in this deed of gift, the deeds of the Kingston property which he took to Mr. Powell?

Mr. BOVILL.—That I object to.

Mr. BARON MARTIN.—You had better say Whittaker first, had you not?

Mr. SERJEANT SHEE.—Yes.

Mr. BARON MARTIN.—The question is, are the deeds recited first read the deeds which he took to Mr. Whittaker?—Yes.

Mr. BOVILL.—That I object to, my lord.

Mr. BARON MARTIN.—“Mr. Bovill objects.” *Prima facie* they are the deeds of the property, because they are now in Mr. Whittaker's possession.

Mr. BOVILL.—There is no evidence what those deeds were. I take my objection on that point.

Mr. BARON MARTIN.—We have not had Powell yet.

Mr. SERJEANT SHEE.—Now I go on to that, and ask the same question.

Mr. BOVILL.—I object.

Mr. BARON MARTIN.—“Mr. Bovill objects.” The answer is, They

are. Then the question is, Are they the same deeds he took to Mr. Powell to get copied?—Yes.

Mr. BARON MARTIN.—The answer is "Yes."

Mr. BOVILL.—I object to that.

Mr. BARON MARTIN.—Yes. "Mr. Bovill objects." I admit the answers.

Mr. SERJEANT SHEE.—Now will you produce them?

Mr. BOVILL.—No; there is no evidence what they are, so as to fix any particular deeds.

Mr. SERJEANT SHEE.—When did you last see those deeds, and in whose possession are the deed of gift and the deed recited in the deed, the conveyances from the various members of the Bullock family, from the Mayor and Corporation of Kingston, and from Mr. Elphinstone? When did you see them last, and in whose possession?—In the possession of the mortgagee's solicitors.

Mr. BOVILL.—Who are they by name.—Messrs. Whittaker.

When was it that you saw them last?—I think the last occasion was in the beginning of 1861.

Where, then, was it that you saw them?—At Mr. Whittaker's private house.

Mr. SERJEANT SHEE.—We call for the mortgages; have you got them?—No.

Do you know from whom you got the money? Was it from Mrs. Douglas?—Yes.

Do you know who acted for her?—Messrs. Whittaker.

Who introduced her money to you, so to speak?—The money was advanced by Mr. Whittaker for her.

Mr. SERJEANT SHEE.—Do you produce any mortgage-deeds?

Mr. BOVILL.—No; they are not in my possession. They are shown by the evidence to be in the possession of Mr. Whittaker.

Mr. SERJEANT SHEE.—They are shown to be in your conveyancer's possession.

Mr. BOVILL.—I do not produce them.

Mr. SERJEANT SHEE.—They are shown to be in possession of the mortgagee and your conveyancer.

Mr. BOVILL.—We do not produce them.

Mr. SERJEANT SHEE (*to witness*).—Mr. Roupell, you remember the death of your father?—Yes.

When did you first learn that your father was dead?

Mr. BARON MARTIN.—Is there any occasion for this?

Mr. SERJEANT SHEE.—I am afraid there is.

Mr. BARON MARTIN.—As I understand, the property was left to Mrs. Roupell by this will. She is not a party—Oh, yes, I see you are quite right.

Mr. SERJEANT SHEE.—Besides that, there was another will destroyed under which we are interested.

Mr. BARON MARTIN.—You are quite right.

Mr. SERJEANT SHEE (*to witness*).—You heard of it on the morning of his death. He died early?—Yes.

Did you at once go to the house? I did.

With your mother?—Yes.

Was there a person who had lived with your father, Mr. Roupell, of the name of Hunnam, as housekeeper?—There was.

You said you saw her, did you not?—I did.

Were the keys of your father produced by her, do you remember? Did you get the keys?—Yes.

From whom did you get them?—From Mrs. Hunnam.

Now, having got the keys, did you—

Mr. BOVILL.—I object to all these suggestions to the witness.

Mr. SERJEANT SHEE.—What did you do with them?

Mr. BOVILL.—That is a proper question.

Mr. SERJEANT SHEE.—There is no objection. Did you open the boxes and escritoirs of the deceased?

Mr. BOVILL.—I do object to your suggestions.

Mr. BARON MARTIN.—What did you do?

Mr. SERJEANT SHEE.—It is one of those objections that may be set down as frivolous and vexatious.

What did you do?—I opened his private bureau in which I knew the will had been placed, and I took possession of that will.

What next did you do? Did you read it?

Mr. BOVILL.—I object to these questions; I object to any suggestion.

Mr. SERJEANT SHEE.—You have no right do so. (*To witness.*) What did you next do?

WITNESS.—The next thing I did was to secrete it.

Well, tell us what you did?—And at the first opportunity I read the will.

What next did you do?—I determined to do that which before I had meditated.

Mr. BOVILL.—What you did, if you please?

Mr. BARON MARTIN.—What did you do with it?—I suppressed the will.

Mr. SERJEANT SHEE.—When you speak of the will, do you mean one or more papers?—I mean a will of many sheets with a codicil at the end of it.

A part of it, you mean. Was the codicil part of it or on separate paper? It was part of the will.

On the same paper?—It was written on the last sheet of the will on the back of the sheet.

What finally became of that will? What did you finally do with it?—I burnt it.

Where and when?—At Aspen House, the night before I left England.

Mr. BARON MARTIN.—When was that, sir?

Mr. SERJEANT SHEE.—When was it you left England?—On the 30th of March.

Mr. BARON MARTIN.—This year 1862?—Yes.

Mr. SERJEANT SHEE.—Can you tell me who were the trustees and executors appointed by that will and codicil?

Mr. BOVILL.—There is a will, and a will cannot be stated and the contents of it given, unless there is proof of its execution.

Mr. BARON MARTIN.—What do you say ?

Mr. BOVILL: A will cannot be stated and treated as proved unless there is proof of its execution.

Mr. BARON MARTIN.—He called it a will; no doubt it was; but he might speak of it as a document. It is a mere dispute about words.

Mr. BOVILL.—I object to it, my lord. My learned friend spoke of it in his opening as a document.

Mr. BARON MARTIN.—And he is now entitled to give the contents of that document; he is giving the contents of a burnt document.

Mr. BOVILL.—Well, I object to it.

Mr. SERJEANT SHEE (*to witness*).—Did you see any signature to it ?—Each sheet was signed.

By whom?—By my father, as he usually signed all important documents—R, I, C, H, d.

You knew it to be his signature?—I knew it to be his signature.

Did it profess or purport to appoint anyone trustees or executors?—

Mr. BOVILL.—That I object to.

Mr. BARON MARTIN.—What do you say ?

WITNESS.—Yes.

Mr. SERJEANT SHEE.—Do you remember what names there were?—My own, Mr. Clarke, Mr. Surridge, of Bogland Oak Farm, Essex, and Mr. Richard Stephens, of Tulse Hill.

Do you remember what the date of it was?—1850.

Do you remember what the date of the codicil that you told us of was?—The 31st of August, 1856.

Can you tell me whether the Kingston or any properties were mentioned in it that you recollect?—Yes.

Mr. BOVILL.—All this is subject to objection.

Mr. SERJEANT SHEE.—Now what did it purport to do with the Kingston property?—It devised it to my brother Richard.

Now, having ascertained that, what did you do? Just tell us what you did. I ask you now to avoid objections, which, however, I do not at all complain of, because I admit that my learned friend has a right to make them. What next did you do? You understand what I mean?—I prepared a short will, and before preparing it, I obtained some printed forms from a stationer in the neighbourhood of Gracechurch-street.

One, or more than one did you obtain?—Six or seven.

Mr. SERJEANT SHEE.—See if this is one (handing a document) ?

Mr. BOVILL.—That I also object to.

WITNESS.—Yes.

Mr. SERJEANT SHEE.—What next did you do?—I slightly altered it to suit my purpose, and framed a draft will. I then went to Mr. Muggeridge, senior, who lived at Kennington Cross.

And who was Mr. Muggeridge? Just tell us that.—My father's agent and rent collector, a very old and infirm man. I gave him 5*l.* as if for the purpose of providing himself with mourning. I took the receipt for the 5*l.*



Mr. BOVILL.—Where is it? Where is the paper? Have you got the receipt?—I have not.

Mr. SERJEANT SHEE.—What did you do with it?—I burnt it. I obtained his signature to a receipt which I had in my pocket. I saw moving about the house, and occasionally entering the room, his wife; and having obtained his signature to the receipt, I added it to a sheet of paper on which was written an attestation as if of a will. I then forged my father's signature, and added my own attestation. Having succeeded in making a sufficiently good imitation of my father's signature and Muggeridge's signature, I then filled in the paper with the draft will which I had prepared on one of the printed forms.

Mr. SERJEANT SHEE.—Whose signature did you write last?—I think Muggeridge's, but I am not sure whether it was Muggeridge's or my father's. I should like to see the paper; I know that the body of the will was written after the signatures.

Just see if that is the document, and then consider for a moment which of the signatures was written last? Which of the three?—I think my father's.

You think your father's?—Yes. Muggeridge's signature was very difficult to imitate, and I wished first to succeed in imitating that signature before I took the trouble of writing the will and adding signatures which were more easy.

Do you remember with what pens you wrote them?—I wrote my father's signature with his own pen and his own ink.

What sort of a pen was that?—A short quill pen. I also, I believe, wrote Muggeridge's signature with a quill pen. My own I wrote with a gold pen, as lightly as I could, to form as strong a contrast as possible to the other signatures.

Do you remember what day it was that you went to Mr. Muggeridge's.—It was the day after the death, I believe.

That would be the 13th.—Yes, it would be the 13th.

On what day was your father's funeral?—I think five days afterwards.

What did you first do with the will that you had so prepared?

Mr. BARON MARTIN.—When was this will written?

Mr. SERJEANT SHEE.—What day was it written and signed?—After the inquest which took place upon my father's body.

Mr. BARON MARTIN.—There was an inquest upon your father's body.—There was.

Mr. SERJEANT SHEE.—Do you remember what day it was.—I do not. It was two or three days after my father's death.

When did you first produce this will to any body? When did you first make it known to any one after you had thus prepared it?—The first person to whom I showed the will was Mr. Watts.

That is the husband of your mother's sister?—Yes. Just before the funeral—I believe on the very day—on the morning of the funeral.

Did you show it to anybody else on that day, or any other day?—It was read by him.

When?—On the day of the funeral, in the presence of Mr. Orde, a surgeon of Brixton-hill, myself, and my brother Richard.

After that, what was next done with it?—I consulted Mr. King, my father's proctor, who was then living at Gravesend.

Did you go to him?—I went down to him.

He gave you some advice, I believe, in consequence of which you communicated with your mother. Is that so?—I placed the will—

Mr. BOVILL.—I object to this, my lord.

WITNESS.—I placed the will in the hands of the firm to which he belonged for the purpose of having it proved.]

Mr. SERJEANT SHER.—Without telling us what it was, did he give you any advice upon it?

Mr. BOVILL.—I object to that.

The WITNESS.—At first he thought it was informal, but on consultation with his son he found that it was quite formal.

Mr. SERJEANT SHER.—I propose to read the will.

The document was handed to his lordship, and then read by the Associate.

Mr. SERJEANT SHER.—Just read some part of this form (handing a document to the Associate).

The ASSOCIATE.—This is a blank form.

Mr. BOVILL.—I object to this. Will your lordship be kind enough to make a note of my objection?

Mr. BARON MARTIN.—“Blank form proposed to be read. Objected to.”

(The Associate read the form in question, as follows):—

This is the last Will and Testament of me,  
of

Firstly, I desire that all my just debts, funeral and testamentary expenses be paid and satisfied by my execut hereinafter named as soon as conveniently may be after my decease, and Secondly I give devise and bequeath unto

all and every my household furniture, linen, wearing apparel, books, plate, pictures, china, horses, carriages, carts, and also all and every sum and sums of money which may be in my house, or about my person, or which may be due to me at the time of my decease, and also all other my monies invested in stocks, funds, and securities for money, book, debts, money on Bonds, Bills, Notes, or other securities, and all and every other my estate and effects whatsoever and wheresoever, both real and personal, whether in possession, reversion, remainder, or expectancy unto

to and for own use and benefit absolutely.  
And I do nominate, constitute, and appoint

to be execut of this my Will, and hereby revoking all former or other Wills by me at any time heretofore made, I declare this to be my last Will and Testament. In Witness whereof I the said have to this my last Will and Testament set

my hand the day of in the  
 year of our Lord one thousand eight hundred and  
 Signed by the Testator

in the  
 presence of us, present at the same time  
 who have hereunto subscribed our names  
 as witnesses, in the presence of the said  
 testator, and of each other.

Mr. SERJEANT SHEE.—I see that this will appoints your mother to be executrix, as well as yourself executor. Who proved the will? Did you?—I proved the will alone.

Did your mother?—No, my mother expressed no curiosity to know.

Mr. BOVILL.—I object to this, my lord.

Mr. SERJEANT SHEE.—Very well. Had you any reason?—As I understand you, it was not really done on the 2nd of September?—Certainly not.

Of course not, it was not done until after the death. Had you any reason for selecting the 2nd of September as the date?

Mr. BOVILL.—I object to that.

Mr. BARON MARTIN.—I do not appreciate these objections. Brother SHEE is now proving a forgery. I suppose he can prove all the circumstances.

Mr. BOVILL.—I object to it.

Mr. BARON MARTIN (to Mr. SERJEANT SHEE).—I do not think you can ask him his reason for selecting the 2nd of September.

Mr. SERJEANT SHEE.—Did you see your father on the Sunday previously to the 2nd of September?—What day of the month was the Sunday to which you allude?

Sunday was the 31st.

Mr. BARON MARTIN.—The 31st of August.

Mr. SERJEANT SHEE.—Was he at Aspen House that day?—I do not recollect.

Did he shortly after, do you remember, get into poor health—bad health?

Mr. BOVILL.—I really must object to this suggestion of getting into poor health. We have heard the evidence.

Mr. SERJEANT SHEE.—What state of health was he in on the 5th of September?—He was very ill—more ill than he was known to be—he had been ill for some time before that date.

Mr. BARON MARTIN.—On what day was he very ill?

Mr. SERJEANT SHEE.—On the 5th September.

How long did he continue ill, or did he get better before his death? He got worse.

Where was your mother between the 5th of September and your father's death, during the day time?—At Cross-street, Blackfriars.

Do you mean the day and night, or the day alone?—She went in the morning and remained until the evening, when I fetched her home.

How often did she do that between the 5th of September, and the day of your father's death?—Every day.

Mr. BARON MARTIN.—Did I take it rightly, that he died on the 12th of December, 1856?

Mr. SERJEANT SHEE.—12th September, 1856, my lord.  
What time in the evening did you fetch her home to Aspen House? I usually called at Cross-street at seven o'clock, and remained there until nine or ten, when I accompanied my mother home.

And what time in the morning did you go there?  
THE WITNESS.—What time did I go?

Mr. SERJEANT SHEE.—Yes. How early did you go there, with your mother, in the morning? or did she go in the morning?—She went alone.

At what hour? Were you living at Aspen House then?—Yes.  
At about what hour did she go, between the 5th of September and the day of your father's death?—In the middle of the day.

Now, was anybody before the funeral, or at any time before you mentioned it to Watts, aware of your making that will. Was anybody, before you mentioned it to Watts, aware that you were making, or had made, that will?—No.

Your mother in particular. Did she know anything of it?—She knew nothing of it.

When, as far as you know, did you tell her of it, if you told her at all?

Mr. BOVILL.—Does your lordship think this is any evidence at all?  
Mr. BARON MARTIN.—I do not see what it is. I do not understand it, to tell you the truth.

Mr. SERJEANT SHEE.—Very well. We know what we are to apprehend, my lord.  
Now, do you remember how you spent the day of the 2nd of September?

Mr. BARON MARTIN.—The 2nd of September?

Mr. SERJEANT SHEE.—Yes.

Mr. BOVILL.—I object to that, my lord.

Mr. BARON MARTIN.—I am not aware what the objection will be to it.

Mr. SERJEANT SHEE.—Will you endeavour to recollect what day?  
Mr. BARON MARTIN.—The examination has been from the 5th hitherto.

Mr. SERJEANT SHEE.—From the 5th to the 12th.

Mr. BARON MARTIN.—And now you go to the 2nd.

Mr. SERJEANT SHEE.—It appears that the will is dated the 2nd. Will you have the goodness to look at this? (handing a paper to the witness.) just look at that, and see if that is in your handwriting?—Yes.

Now, refreshing your recollection by that, can you tell me how you spent the early part of the day of the 2nd of September. What you did?—I went all over the Roupell Park Estate, to view the works in progress there. I was accompanied upon the occasion by Mr. Trueman, and pointed out to him certain defects in the execution of some works that were being proceeded with, and after having viewed the estate, I went down to his office in the brick field, and wrote this note to the contractors, complaining of that which I disapproved. This is the

draft of the letter which I sent to them. I recollect, that having written this letter, I accompanied Mr. Trueman to London, to some timber merchants to introduce—

Look at that again, and tell us at what time you arrived at the timber merchants'. The Messrs. Gabrielle, Belvidere-road, Lambeth, I believe, are they not?—Yes.

What time in the day did you arrive there?—About 2 o'clock in the afternoon.

Now, look at that paper which I have just put into your hand, is that in your handwriting?—It is.

Where and when did you write that?—I wrote this at Messrs. Gabrielle's office.

Mr. SERJEANT SHEE.—I propose to read this letter.

Mr. BOVILL.—I object to it.

Mr. BARON MARTIN.—How is it possible?

Mr. SERJEANT SHEE.—The object of it is to show—

Mr. BOVILL.—You had better not state the object.

Mr. SERJEANT SHEE.—My learned friend must see pretty well what the object is; if your lordship thinks that there is any doubt about it, I will not ask it.

Mr. BARON MARTIN.—There is really nothing in it.

Mr. SERJEANT SHEE.—Then I will not, my lord. (*To Witness*). Now, what time did you leave Messrs. Gabrielle?—About 3 o'clock—a little before 3.

Where did you go to then?—I went into the city, to the Unity Bank.

Whom with?—I think Mr. Trueman drove me in his four-wheel trap.

After that, where did you go to?—I went to St. James's-square with the Bank notes, that I had obtained at the Unity Bank, and either paid in the notes myself or sent them round by the porter to my account.

Mr. BARON MARTIN.—You paid in the money?—Yes, my lord.

Mr. SERJEANT SHEE.—What amount—do you remember?—I think it was 150*l*.

Is that the cheque? (*passing a cheque to witness*).—That is the cheque which I cashed at the Unity Bank.

Mr. SERJEANT SHEE.—I propose to read that; I do not know that it is objected to. Do you object to it?

Mr. BOVILL.—Most certainly.

WITNESS.—I recollect that I got back from the city—

Mr. BOVILL.—Wait till you are asked a question.

Mr. SERJEANT SHEE.—What time did you get to St. James's-square?—Just before the bank closed, at 4 o'clock.

Where did you go to then?—I remained at St. James's-square.

How long?—how late?—I believe I remained there the rest of the evening, until the time at which I usually returned home.

Did you see Mr. Muggeridge, your father's agent and collector, that day, the 2nd of September?—I do not recollect.

How often altogether have you been at his house?—Mr. Muggeridge's?

Yes?—Do you mean the old man or the son?

The old man?—Only once.

When was that?—Was that before or after your father's death? The day after my father's death.

Now from that time until you left England, where did you live—what was your usual residence?—My usual residence was at Aspen House.

As a member of your mother's family, I suppose?—Precisely so.

Now you have told us, I think, that you left upon the 30th of March, 1862?—Yes.

Did you leave this country, or where did you go to first?—I went to Spain.

Now before you left did you do anything that you recollect at Aspen House the night before you left?—Yes, I burned a great quantity of parchments and papers.

Did you burn any anywhere else than at Aspen House?—I burned some papers at Newington-place.

Is that the head-quarters of the Volunteer regiment of which you were at that time an officer?—It was, at that time.

Mr. BARON MARTIN.—Will you, if you choose, postpone this cross-examination till to-morrow morning?

Mr. BOVILL.—If an arrangement is to be made for the witness.

Mr. BARON MARTIN.—That is for me.

Mr. BOVILL.—Perhaps your lordship would allow me to ask one question with reference to it. Did you not (*to the witness*) swear that that was your father's last will and testament, and signed by him, before the surrogate?

Mr. SERJEANT SHEE.—That must appear by the affidavit.

Mr. BOVILL.—Verbally, did you not swear before the surrogate that that was your father's last will and testament?—I am sorry to say I did.

You swore, then, upon the oath administered to you, that that was your father's last will and testament?—Yes.

Then you admit that you have perjured yourself?—I do.

Wilfully and deliberately?—Deliberately.

And wilfully?—Yes, in a legal sense, wilfully.

And in every sense? In what sense have you not wilfully and deliberately perjured yourself, either then or now?—My object is not to defend myself.

Have you not perjured yourself, either then or now, wilfully and deliberately?—Clearly then.

Mr. BOVILL.—Will your lordship allow me to postpone my examination?

Mr. BARON MARTIN.—The sheriff must take this man into custody.

ADJOURNED.

## SECOND DAY—AUGUST 19TH, 1862.

The Court met this morning at nine o'clock. Long, however, before that hour all the available seats were filled, and the bench was crowded with ladies, so much so that Mr. Baron Martin had some difficulty in making his way to the judgment-seat. The proceedings were resumed by the cross-examination of Mr. Roupell, who although somewhat paler than on the previous day, retained the calm demeanour he had before exhibited.

WILLIAM ROUPELL, *cross-examined by Mr. BOVILL.*

What was the amount in value of your father's property at the time of his death?—(After considerable hesitation) If you will give me a piece of paper I will make a calculation.

MR. BARON MARTIN.—We don't want it minutely. About what?—I could not tell, my lord, off-hand within 20,000*l.*

MR. BOVILL.—Well, perhaps it will be as well to have the amount. Now, the first; which will you take?—Roupell Park (of course, the figures I give are merely approximate figures), about 50,000*l.*

Roupell Park, 50,000*l.* What is the next?—Roupell-street, about 50,000*l.* Oh, you asked, "at the time of my father's death?"

Yes.—Then I must alter the first figure. At the time of my getting possession of the Roupell Park estate it was of less value than 50,000*l.*; but after having obtained possession of it I increased the value of it, and at the time of my father's death it was worth 150,000*l.*

May we take it that in 1853 it was worth 50,000*l.*?—About 40,000*l.*

The Roupell Park estate was in 1853 worth about 40,000*l.*?—Precisely.

I will just pursue that for a moment. About what was laid out on that estate in buildings and improvements in your father's lifetime?—About 100,000*l.*

What was laid out afterwards upon it?—About 50,000*l.*

So that the estate having been of the value of 40,000*l.*, there has been 150,000*l.* laid out upon it?—Yes.

So that we may take it in round figures the Roupell Park estate is now worth about 200,000*l.*?—Precisely so.

Was the property increased from 40,000 to nearly 200,000 in value by money that you borrowed upon it on mortgage?—Yes; and the monies which I obtained from my father in the way described.

How much on mortgage of the property, how much on account of the property?—I think that I mortgaged the estate to the extent of 70,000*l.* in my father's lifetime.

And how much afterwards?—To the extent of 30,000*l.* to the same mortgagees who advanced the 70,000*l.*, and by various charges to the extent of about 35,000*l.*, as nearly as I can recollect, in addition to the 100,000*l.* first charged.

That is 135,000*l.* about?—Yes.

That you also allege to be a forgery?

THE WITNESS.—Which?

Mr. BOVILL.—The deed giving you the Roupell Park estate.

The WITNESS.—Decidedly.

So as to get the 200,000*l.* for your brother?—No.

No, upon your oath?—Upon my oath, no.

You do allege these to be forgeries?—I declare on my oath that they are forgeries, and that I was guilty of forgery.

You are aware that if they are forgeries the 200,000*l.* would come to your brother?—I conclude so.

You were brought up a lawyer, a solicitor, were you not?—Yes.

You know, do you not, that if you prove these to be forgeries, your brother can get this 200,000*l.*?—I know that he would be entitled to receive the property.

Very well; now we will have another little property, if you please—Roupell-street, worth 50,000*l.* Nothing has been laid out there, it is all built?—It has not been improved materially, but I have improved it.

That was worth about 50,000*l.*?—Yes.

Mr. BOVILL. What other property at the time of your father's death was there? I will not stop to inquire at this moment whether it was his or yours.

The WITNESS.—Have you done with Roupell-street?

Mr. BOVILL.—Yes.

The WITNESS.—There was the Kingston estate.

Mr. BOVILL.—What was the value of that?—15,000*l.*

That is Norbiton Park farm?—Yes. Then there is the Warley estate, value 10,000*l.*

In the occupation of whom? Just give me the names of the occupiers of the Great Warley estate?—Daniel Hawes and Nathaniel Springham.

What was the value of that?—10,000*l.*

What is the next?

The WITNESS.—The Thundersley estate?

Mr. BOVILL.—Yes; what is the value of that?—The value of that estate at the time of my father's death was 10,000*l.*

And now what is it?—13,300*l.* A portion of that estate has been enfranchised, and that has raised the value to 13,500*l.*

Was it enfranchised by you?—No.

Did you find the money?—No.

When was it enfranchised?—In the beginning of 1861.

Who provided the money for its enfranchisement in 1861?—Mrs. Roupell.

Now the next estate?—Havering-atte-Bower, in Essex.

The value?—7500*l.* It is the Atte-Bower and Stapleford Abbot together, and it is worth, with the stock, 7500*l.*

I will not trouble you with small details, but is there any other property worth more than 2000*l.*?—Yes.

Just give me the large items; not the small properties.

The WITNESS (reading from a paper).—There are premises in Shoe-lane, 2000*l.*; premises in Bear-lane, 2000*l.*; premises in Lant-street, 3500*l.*; hop warehouse in the Borough, 2500*l.*; Wandsworth-road estate, 800*l.*; the Southville estate, 4500*l.*; shares in the Lambeth



Water Works Company, and the Alliance Marine Insurance Company, and other securities of a like nature, 2500*l*.

Mr. BOVILL.—I will just trouble you for that paper.

*(The paper was handed to the learned counsel.)*

There is the Hampshire property I think, besides?—Oh, yes; I have omitted that; the Hampshire estate, 4,500*l*. I give these figures as—

Approximate?—Approximate figures.

The Bank of England?—I have omitted the balances of the bankers.

How much for that?—I think about 8,000*l*.

I asked you about the money raised upon Roupell Park, and I think you told me it was altogether about 135,000*l*.?—As nearly as I can recollect at the moment, it was about that sum.

Now, then, Roupell Street. How much have you raised upon that?—30,000*l*.

Mr. BOVILL.—And you allege that to be a forgery also?

The WITNESS.—The mortgage?

Mr. BOVILL.—Yes?

The WITNESS.—I think I misunderstand you.

Mr. BOVILL.—Do you allege that deeds have been forged which will entitle your brother also to that property if you can succeed in persuading the jury that they were forged? Do you allege so? Do you, or do you not allege that?—The manner in which you put the question—

Do you, or do you not allege that that property is mortgaged through a forgery, and that your brother is entitled to that?—If you will put the question more directly, I will answer it.

Oh, then, you can't answer it directly?—Oh, yes, I can.

Do you, or do you not allege that the securities, then, were obtained through a forgery?—Yes, through a forgery—that is to say, through my having forged the will.

And if you can establish that that is a forgery, it will entitle your brother to the 50,000*l*.?—I conclude that it would.

I want to see the present position of things? Then there is a balance of the surplus over the money raised on Roupell Street of about 20,000*l*.?—Yes, but the two estates, Roupell Park and Roupell Street, were after my father's death mortgaged jointly.

Oh! for a further sum?—For a further sum, of which the odd 35,000*l*. formed part. I could better tell you the exact amount on the two estates together than I can tell you the exact amount upon each estate.

What is it?—There is 100,000*l*. advanced on the Roupell Park estate, and 30,000*l*. on the Roupell Street estate. They are each first charges. There is then the sum of 15,000*l*. advanced upon the two estates. A sum which was originally 29,000*l*. I believe, advanced as a third charge coming behind the 15,000*l*., and I think there is then a charge of 6,000*l*. which will follow the 29,000*l*. The 29,000*l*. is subject to some deductions which I cannot give from memory.

Mr. BARON MARTIN. — About 100,000*l*. on the Roupell Park

estate, 30,000*l.* on Roupell Street, and 15,000*l.* on the two estates. What then?

WITNESS.—Then a sum of 29,000*l.*, subject to deductions on both.

Mr. BOVILL.—Estimated upon what? What do you estimate the deductions on? I don't want the exact amount. Within a thousand or two will do?—23,000*l.*

The deductions, 23,000*l.*?—No, the deduction is about 6,000*l.*

Then that would make it 15,000*l.* and 23,000*l.*?—Yes; 15,000*l.* and 23,000*l.*, charged upon both in addition, and then 6000*l.*

That will be 43,000*l.*; 15,000*l.*, 23,000*l.*, and 6,000*l.*?—44,000*l.*, would it not be?

And 8000*l.*, if these figures are correct?—I think about 44,000*l.* I think the charges on the three estates together amount to 184,000*l.* or 185,000*l.*

Then the Kingston estate, what did you obtain upon that? How much?—12,000*l.* was advanced on that.

Mr. BARON MARTIN: How much?—12,000*l.* Some collateral security was lodged with the Kingston estate.

That you also allege to be a forgery, as you have stated yesterday?—Yes.

Which is to give your brother another 15,000*l.* Now, Great Warley. Did you raise any money on that?—Yes.

How much?—The sum of 12,000*l.*

12,000*l.* on Warley?—And the estate was afterwards made security with other properties for sums which may be taken at 5000*l.*, in addition to the 12,000*l.*

Mr. BARON MARTIN: How much on the Great Warley estate?

Mr. BOVILL.—12,000*l.*, and then it was made security with other estates, for what?—Witness—About 5000*l.* in addition to the 12,000*l.*

Do you allege that that also was a forgery? that that disentitles the mortgagee to that property?—A portion of the property was freehold, and that I obtained possession of by means of forgery. The copyhold portion, which I have since enfranchised, was surrendered unto me by my father, because he intended to enfranchise it, and he was advised to put in a younger life. I believe I had legal possession of the copyhold, and therefore the holders of that estate, I conclude, will be safe.

State what?—Will be safe.

Safe from your brother?—Safe from all antagonists, I conclude.

Safe from all "antagonists"?—Yes.

Safe from all "antagonists"?—I will clear up that point. I may mention another explanation, that the copyhold portion is the farm occupied by Springham, and the freehold portion, which I obtained possession of by forgery, is occupied by Hawes.

What is the value of the freehold, about?—(Making calculations on paper.) About 7000*l.*

And the copyhold?—About 3000*l.*

Now, without wearying gentlemen of the jury with these other matters, have you either received money upon or sold nearly, if not the whole, of the rest of the property?—Yes.

About how many conveyances of different portions of the property have you executed, including different properties at Lambeth and other places?—If you will hand me back that paper I will tell you. (The paper was handed to the witness.) The Roupell Park: the will by which the Roupell Park estate came into my possession; the Kingston estate; the freehold portion of the Great Warley estate; the Led-worths; premises in Shoe-lane and Bear-lane. For a moment I cannot recollect whether my mother executed the conveyance of the Bear-lane estate to me or not; therefore I leave that in doubt. And the same with Lant-street.

What?—I am in doubt whether Lant-street and Bear-lane were conveyed to me by my mother—whether she executed the conveyance or not. Bear-lane has been sold; Lant-street has been mortgaged and part sold. I also forged the conveyance of the hop-warehouses.

But how many conveyances did you execute, including the various properties at Lambeth?

Mr. SERJEANT SHEE.—Don't assume that.

The WITNESS.—I am not at all desirous to conceal the number. I am very sorry I have committed so many crimes, but I am desirous of telling the exact truth.

Mr. BARON MARTIN.—About how many?—About ten, my lord.

Mr. BOVILL.—Only ten?—Conveyances.

Only ten. In Lambeth alone how many?—The Wandsworth-road and the Southville.

Is that all?

Mr. SERJEANT SHEE.—Conveyances.

The WITNESS.—The Wandsworth-road was an assignment, but that amounts to the same thing. There was a very small property on the river-side, which was sold to Messrs. Doulton for 1000*l.*, my mother concurring in the sale. I think that was the Wandsworth-road and the Southville estates. The Roupell-street estate was obtained by the forged will, and the Roupell Park estate, the hop warehouses, the Gravel-lane, and the Kingston estate. I am in doubt as to the Bear-lane and Lant-street properties.

Mr. BOVILL.—Do you imagine that all these have been obtained through forgeries?—I do.

And all these your brother is to be entitled to?—I conclude so.

Is your brother in Court?—Yes.

Sitting behind. Well, what is the total amount? I have got through nearly the amount of some 300,000*l.* or 400,000*l.*, as it strikes me, in this question of forgery—or more, is it not?—Quite 300,000*l.*

How much of this money did you raise during your father's lifetime?—I raised 70,000*l.* on the Roupell Park estate. I raised 7000*l.* upon the Kingston estate, which was, I think, shortly after his death increased to 12,000*l.* My memory only serves me to the extent of 77,000*l.* during my father's lifetime.

I think you told us that the Roupell Park estate was increased in value from 40,000*l.* in 1853 to 190,000*l.* at the present time?—Yes.

Is that by means of the money which you borrowed upon the

different estates through what you now imagine to be forgeries?—Yes, and with the money which I obtained from my father by improper means.

By stealing?—Yes.

How much did you steal altogether?—During his lifetime 10,000*l*.

You stole it?—I had paid him many thousand pounds for the supposed rents of the Roupell Park estate. The last 5000*l*. I received from him, for which I gave him, in the name of the Unity Company, a mortgage on the buildings which I had erected, represented in fact rents which he supposed were due to him.

Gave him a mortgage on the buildings that the Unity Company had erected?—Yes, which he supposed they had erected.

And which you had erected with money you had borrowed on the estate?—Yes.

Well, you stole 10,000*l*. at any rate. Did you steal anything else—any more deeds?

MR. BARON MARTIN.—Am I to understand that this 10,000*l*. was in money or in property?—Yes, my lord. Five in actual cash, and the remainder (5000*l*.) partly in cash and partly by writing off claims which he supposed he had against the Unity Fire Insurance Company?

MR. BOVILL.—One was stealing, and the other defrauding?—Yes.

I should like to know, as near as you can tell me, how much of all this money you have spent upon the Roupell Park estate, during your father's life-time?—I have no doubt that I spent the whole of the 70,000*l*., because that debt did not represent the amount of money which I owed. I had received large sums of money in bills, and by the mortgage of some of the houses that I had built.

Well?—I think it is possible I expended the whole 70,000*l*. upon the estate, during my father's life-time.

And any more? You borrowed large sums, sold property, received banker's balances. How much did you lay out on the Roupell Park estate during your father's life-time?—I think it may amount, in the whole, to 70,000*l*.

My question is, whether it was more? You had a great deal more, you know?—I think it possible I spent as much as 70,000*l*.

And the rest of the 150,000*l*. would be since—about 80,000*l*., after your father's death?—Yes.

Was that in erecting buildings and making roads?—Yes.

Which now exist?—Which in the main exist. They are all substantial improvements, I believe.

Pray, after your father's death did you obtain any of these properties from your mother? You see that the will left everything to your mother. Did you obtain conveyances from her?—I did.

Upon the footing that the will had given her the whole of the property?—I told her, as soon as she was calm enough to listen to me after my father's death, that he, at my advice, had made a will entirely in her favour; that I had suggested it for the purpose of concealing the fact, which the will of 1852 must have made known to the public, that I was illegitimate, that he had given me directions—

MR. BOVILL.—By the will of—

The WITNESS.—1850.

Mr. BOVILL.—You said, 1852?

The WITNESS.—Did I?

Mr. BOVILL.—Was there a will of 1852?—No.

How came you to say 1852?—I was not aware that I said 1852.

Mr. BARON MARTIN.—Go on, if you please, sir.—By the will of 1850, which was afterwards confirmed by codicil, on the 31st of August, 1856, I was described as “my son called William Roupell.” I told my mother that my father had given me directions as to the disposal of the property, and that he trusted to her and myself to carry out his wishes.

All of which was false?—It was not entirely false.

Was it true?—It was my father's intention——

Was what you stated true?—It was partly true, and partly false. If you wish it, I will describe that part which was false and that part which was true.

Be good enough to do so.—It was true that my father intended to revoke the will of 1850, which he had confirmed by his codicil of the 31st of August, 1856. I believe, when he wrote to his proctors, on the 31st of August, it was his intention to give directions for an entirely new will to be prepared. He failed to see his old friend the senior proctor of the firm, and merely added a codicil to his will.

The question was, how much was true and how much was false. This is no part of the statement. Be good enough to state how much of your statement is true and how much is false.—A few days before my father's death—two or three days—he, in my mother's presence, said, “I must throw aside all delicacy, and do it.” He then took me into his room upstairs, opened his bureau, took out his will, opened that part where the codicil had been added, and told me to write another codicil to his dictation. I commenced the heading of the codicil. He told me that, as he apprehended there would be great difficulty in the management of his scattered property, that he had resolved to secure to my mother, brothers, and sisters a fixed allowance in lieu of the property bequeathed to them by his will, and that, as I had proved myself, in the conduct of the suit of *re* Whittington and other modes, that I was a capable man of business—I give the words in their sense, such a word as “capable man of business” is not such a term as my father would have used, but it conveys the sense—he thought it would be better to convey the whole of the property to me. He then directed me to give by codicil to the members of my family the rental of the Brixton estate, now called the Roupell Park estate. He believed the rental to be 3250*l.*, but allowing for deductions he thought that there would be about 3000*l.* to divide amongst them.

Mr. BARON MARTIN.—3000*l.* a-year?—3000*l.* a-year to divide amongst them. He commenced to describe how he wished this sum to be divided amongst the members of my family.

Mr. BARON MARTIN.—Just go on, if you please; how did this break off?—I am about to conclude, my lord. And I stopped him by saying that he was too weak to trouble himself with the will at that hour of the night, for I was unprovided with witnesses, and that I thought

it would be better not to disturb the existing will. My reason for breaking off was the fact that he had selected the Roupell Park estate, of which I was wrongfully in possession, as the security for my family, and that such a codicil would lead to the exposure of the fraud which I had committed.

Mr. BOVILL.—What part of the statement you made to your mother was false? Come back to what I was asking. You gave me a very clear account of what you had stated to your mother after your father's death.—It was false that it was my father's wish that the property should be bequeathed to her.

As I understand now, you had seen this will you speak of, that you describe as a will of 1850, you saw that before your father's death?—Yes, I saw the will, but I did not read it. I had no time to read it.

Did not you state that you were described in it as a son "called William Roupell"?—That I knew.

How did you know it?—Because I saw that statement I made to my mother after my father's death, and after I had read the will.

Why, you told me just now that he desired you to prepare the codicil, and you saw that there was a will and a codicil, and the only reason why you did not prepare the codicil was a statement respecting the Roupell Park estate.—Clearly so.

Now, you know you have been five years learning your profession, and have been admitted an attorney, do you mean to say that you did not read the will?—I did not read the will; I saw some portions of it.

What portions of it?—I saw a portion of the codicil.

I ask what will? You said you saw some portions of the will?—I saw also the front sheet of the will, in which some alterations had been made.

Did not you say just now you advised your father to let the will remain as it was?—Yes.

Do you mean to say now you did not know what the will was?—Not from having read it. I knew, from conversation with Mr. Ring, my father's proctor, the main features of the will.

You knew from Mr. Ring, your father's proctor, the main features of the will? When had you been to Mr. Ring?—Mr. Ring was a near neighbour of my father's, and I often saw him.

Do you mean to represent that Mr. Ring told you, one of the sons, the contents of your father's will, when he was alive?—No, not the contents; but he was an old and garrulous man, and I gathered from his conversation some knowledge of the will.

What knowledge of the will did you obtain from Mr. Ring?—I cannot define it.

You cannot define it?—No.

You cannot define it! How were you able to recommend your father to leave the will as it was?—I was in great difficulty, and I made use of that as an excuse—as one excuse.

Now you made it as an excuse?—As an excuse to my father for not continuing the codicil which he asked me to prepare.

Not knowing the will, you recommended him to leave it as it was?—Not fully knowing the will.

Was he in his senses at the time?—He was.

Did you tell him you had had any conversation with Mr. Ring about the will?—I did not.

Then how could you tell anything about the will to advise him whether to leave it as it was or not, unless he showed you the will and you read it?—I knew, and he knew, that the will had been carefully prepared by Mr. Ring, who was the friend of the family, and I had confidence that it was a proper will. But my intention at the time was to destroy the will as soon as I could obtain possession of it.

It was your intention at that time to destroy the will as soon as you could obtain possession of it?—Yes.

What! not knowing what was in it?—Precisely.

Precisely! Not knowing what was in it, your intention was to destroy the will, knowing you were not the legitimate son. Do you mean to tell the jury that?—I do, distinctly.

Not knowing what was in the will, and knowing that you could not succeed to the property as heir-at-law, without knowing what was in the will, you made up your mind to destroy it?—I did. For this reason; that I was wrongfully in possession of the Roupell Park estate, the Kingston estate, and the Great Warley estate. I did not suppose that the will would benefit me, and I should have been quite satisfied if I could have retained possession of those three estates, to have left the remainder of the property to go to my brother.

Were you not the favourite son of your father?—I was, latterly.

For several years before his death?—Only after the great fraud that I had committed.

You were his favourite son, I may take it, for three years, may I not?—Yes.

The eldest son was a vagabond?—He was not.

He was not?—No.

Was he sent abroad on account of his misconduct?—No.

He was not sent?—He was not sent.

Where did he go to?—He went to the Cape of Good Hope.

Who provided him with the means of going?—I did.

What did he go for?—He and my father had had several misunderstandings.

On what account? Had he robbed his father?—No.

What then?—Reckless folly in his conduct towards my father.

Had your father quarrelled with him?—Yes.

Forbidden him his house?—Practically, he had: he would not see him.

Refused to maintain him?—No application was made.

Had he practically refused to maintain him?—He had practically refused to maintain him.

Had he any visible means of obtaining his livelihood?—He had not.

Had he any fixed residence?—Yes.

Where?—At Aspen House.

What was the cause, pray, of your father denying him his house, and practically refusing to maintain him when he had no visible means of subsistence?—My father was an eccentric man, and although much better than the average of men, he had very little judgment in the management of his children.

Did he accuse your brother of stealing 500*l.*, and giving it to a woman?—No.

Never?—Never.

Five pounds?—No.

Eh?—No.

What?—No.

Now, in consequence of this disagreement with the son who was older than you were, you became the favourite son, is not that so?—It was in consequence of that.

And in consequence of your own good conduct?—It was in consequence of my own good conduct, as it appeared to me.

And as you endeavoured to make it appear to him?—And as I endeavoured to make it appear to him.

And in consequence of your endeavouring to make it appear to him that you were a man of good conduct, you had obtained his confidence?—Yes.

He was proud of you?—He was.

Extremely attached to you?—He was not very demonstrative in his manners, but I believe he latterly became sincerely attached to me.

He thought you would be a great man?—I think he did.

And said he would make you so?—No.

Come?—No; that I can distinctly swear.

Did he give you the means of being so?—No; not willingly.

How came you to hesitate about that?—Because I wish to tell the exact truth.

He thought you would be a great man, eh?—I believe he did.

Have you heard him express that opinion?—No.

Now, as he was very much devoted to you, and very proud of you, did you or did you not expect that he would leave you a large sum of money by his will—a large fortune?—I did not expect to obtain from him a larger portion than I had already obtained by improper means.

Did you or did you not, from the position in which you stood, and your elder brother having been practically denied the house and gone abroad, not at your father's expense, expect that ample provision would be made for you by his will?—I did. I thought that the Roupell Park estate would be bequeathed to me, and that was the reason that I did not hesitate to obtain possession of it by improper means—that was one of the reasons,

You think the means justified the end?—No, I do not.

You did *then*?—I did *then*.

When you were a man of good conduct, eh?—I am not the only man of good conduct who sometimes make that mistake.

In March, 1862, had you exhausted all your available resources?—Practically I had, without resorting to further questionable practices.

"Questionable" practices! Unquestionable, practically!



Mr. SERJEANT SHEE.—It is plain what he means. You are criticising words which are quite intelligible.

Mr. BOVILL.—Never mind, Serjeant. If they are objectionable criticisms make the objection.

Mr. BARON MARTIN.—Don't:—it is a very slow business.

Mr. BOVILL (*to Witness*).—Just tell me, had you or had you not practically exhausted all your resources in March, 1862?—Yes, practically I had.

What money you had not laid out on the estate you had spent for your own purposes?—I had, either for my own purposes, or I had been defrauded and robbed of it.

Oh, you had been defrauded and robbed?—Yes.

At all events, by your expenditure, and by moneys that you were defrauded and robbed, you had practically brought yourself to a point, in March, 1862, where you could go on no longer?—Precisely, without adopting improper means of maintaining myself.

Without forging people's names?—Precisely.

How came you to hesitate to forge other people's names. You wanted money; how came you to hesitate about forging somebody's else's name?—I was influenced then by the same feelings which influenced me in returning to England from a place of safety—I was at last awakened to the enormity of the sin that I had committed.

That was it, was it? At the time when your own resources were practically exhausted, were your family practically ruined if all these deeds were valid?—No.

How much would then be left for them out of the 300,000*l.*, supposing all the deeds and the will to have been valid, and not to be forgeries as you now say they are?—The estates at Havering-at-the-Bower, and the estate at Stapleford, and the estate at Thundersly, which had been mortgaged by my mother at my request.

They had been mortgaged by your mother at your request. So far as you were concerned, there was an end of you: you had not a farthing left. I want to know how much there was left of all this property which your father had left. I want to know practically, and in round figures, how much there was left for the maintenance of your mother, your two sisters, and your brother Richard?—Practically, apart from the family settlement upon the Roupell Park and Roupell-street estate there was an available surplus of about 10,000*l.* or 11,000*l.*

Therefore it was all gone but 10,000*l.* or 11,000*l.*?—And the family settlements.

How much did that amount to?—That was for a coupon of 50,000*l.*

A coupon of 50,000*l.*?—Yes, or 2200*l.* a year during my mother's life, and 2000*l.* a year after her death.

Was that unencumbered?—The settlement was.

The 50,000*l.*?—Yes.

And which was for the benefit of your mother, and your brother and your sisters?—They have that settlement. I am afraid that the value of it is very seriously affected by the doubts which I have justly excited with respect to the validity of the transactions which I have carried out, and have no doubt that the value of all the properties will very materially suffer; and as the settlement comes after the mortgages upon

the estate, if the property were sold, I am afraid there would be very little left for the family under the settlement.

When was the settlement made, then?—I think in the autumn of 1860.

What! in the autumn of 1860, your mother, yourself, and your brother, all concurring in a deed?—I think so.

What! your brother who is here, the plaintiff?—Yes.

And your mother?—My brother did not concur, nor my sister. My mother was influenced by me, and by her solicitor, or my solicitor, for he was more my solicitor than hers—Mr. Rees—and indirectly by the Messrs. Whittaker, to execute that deed, which she executed against her inclination, which she expressed to Mr. Rees.

Was this settlement subject to the mortgages?—It was.

In what month, in 1860?—I think in October; but I am not quite sure.

October, 1860?—October or November. I am not quite sure as to the date.

In October 1860, a settlement of 50,000*l.*?—Yes, that was the ultimate coupon provided.

For the benefit of your mother?—My brother.

Your brother the plaintiff?—My sister, and my brother John, who was then alive.

And of yourself? Was it to for the benefit of yourself also?—I think not; I forget.

You forget?—Quite.

That was a matter of perfect indifference, whether you had a share in the 50,000*l.* or not? of so much indifference that you really do not know?—I think it possible that the ultimate reversion is brought back into me.

What! of the 50,000*l.*?—Yes, after the failure of issue or appointment.

Was this at your suggestion, or your brother's, or your mother's, or whose, that this settlement should be prepared in October 1860?—Entirely my own suggestion.

Entirely your own suggestion?—Yes.

To make a provision for your family?—The object was, to obtain my mother's execution to a deed which should relieve the mortgagees from the danger of her raising an equitable claim on the Roupell-street estate to a sufficient settlement on the freehold. I was not desirous in October 1860 to get this settlement executed. I endeavoured to prevent it being executed by my mother. Pressure was applied upon me by the Messrs. Whittaker, and I do not say improperly, but pressure was applied to me by the Messrs. Whittaker, and Mr. Rees, to induce me to obtain from my mother the execution of the settlement. They also attempted to get the execution of my brother, but that I told them was quite hopeless, because I felt assured that he would consult his solicitors, Messrs. Linklater.

Were they his solicitors in 1860?—I do not think they had ever acted for him.

Then how came you to say that he would consult his solicitors,

Messrs. Linklater.—I told Mr. Rees that my brother was intimate with Mr. Linklater, and that in any emergency I felt quite sure that he would consult Mr. Linklater.

How came you to say just now, that he would consult his solicitor, Mr. Linklater?—That is what I said.

Then I ask you whether they were his solicitors or not; and you say now—what?—I say that if my brother had required advice upon any subject—any legal matter—he would instantly have applied to Messrs. Linklater. That I knew as a fact. He was then barely of age—I am not sure he was of age—and he had not had business transactions that I am aware of; but I felt confident at the time that he would apply to Messrs. Linklater for advice in any emergency.

But as I understand it now, that settlement you alleged to be invalid by reason of your alleged forgery of the will?—Clearly, and the forgery.

So that the whole of the 50,000*l.* then is to go to your brother, the plaintiff, if you succeed in establishing that the will is a forgery?—Clearly.

You say you were ruined by March, 1862, and had nothing left practically?—Practically nothing left.

Now practically I want to know how much in money value there would be left for the rest of the family, because you know this settlement, if these are forgeries, all goes. I want to know after all the mortgages, and all the money you had raised, and all the conveyances, how much in round figures there would have been left for your family?—I have already told you but I will repeat. The Havering and Stapleford Abbots estates, which I have valued at 7000*l.* or 7500*l.*, and the Thundersly estate, which is valued at 13,000*l.* subject to a mortgage of 8000*l.*, it would be about 12,500*l.*—about 12,000*l.* in round figures.

About 12,000*l.*?—Amongst my mother, my brother, and my sisters.

Then am I to take this—

MR. SERJEANT SHEE.—Will you permit me, my lord, for a few moments. (A consultation here took place between the learned counsel.)

MR. BARON MARTIN.—Will you give me the last will? (The will was handed to the learned Judge.)

The counsel having been in consultation a quarter of an hour—

MR. BARON MARTIN.—Is this matter likely to be arranged?

MR. BOVILL.—Will your worship be kind enough to give us a minute or two?

MR. BARON MARTIN.—Yes.

(The counsel again consulted for a short time.)

MR. BOVILL (*to the witness*).—Will you state the particulars of the alleged will of 1850.

MR. BARON MARTIN.—I must understand what this is in reference to, and whether the case is to be tried or not.

MR. BOVILL.—At present, your lordship is only aware that the case is going on.

MR. BARON MARTIN.—Very well.

MR. BOVILL.—The case, my lord, may be determined.

MR. BARON MARTIN.—I would rather not hear any private communication at all.

Mr. BOVILL (*to witness*).—State the particulars of the alleged will of 1850?—My father appointed first as executors and trustees myself, Mr. Clarke of Broadmoor, Mr. Surridge, and Mr. Richard Stephens.

Mr. BARON MARTIN.—What was the last name?—Stephens. They were the executors and trustees of his will. He devised to my mother all his household furniture, &c., together with his share of the Lambeth Waterworks Company, and shares in the Alliance Marine Company.

Mr. BARON MARTIN.—Yes.

WITNESS.—Subject to an allowance of 200*l.* a-year to my brother John for his life. He also bequeathed to her all the money found in his house at the time of his death, and the money deposited at his bankers. He also devised to her his factory in Gravel-lane, together with the stock-in-trade; also his houses in Cross-street—three houses in Cross-street, and his ground-rents in Hatfield-place.

Mr. BARON MARTIN.—Yes.

WITNESS.—Also his copyhold in Broadwall, together with some Ecclesiastical leaseholds there, and his ground-rents in Cornwall-road, the Broadwall copyholds, and the houses in Cross-street.

Mr. BARON MARTIN.—We need not go into that. Just state how he devised the Norbiton estate—the Kingston property. Tell me how the Norbiton estate was devised.—To my brother Richard.

Mr. BARON MARTIN.—That is the Norbiton estate—the Kingston property.—Yes.

In fee or for life, sir?—In fee.

Mr. BOVILL.—Now go on, please.

The WITNESS.—I think that in the event of his not devising the estate by will, or appointing it by deed, it would be divided, with the rest of the property, amongst the survivors of his children. The Roupell Park estate also was devised to my brother Richard, with the exception of Aspen House, which I think was devised to my mother.

What to yourself?—Roupell Street proper. It was devised as the Hatch estate. Those who are familiar with the title will easily distinguish that which was devised to me from those portions which he devised to Mrs. Roupell.

Anything else to yourself?—He devised to me—he directed that I should be engaged to manage the estate and charge commission for my services.

How was the Warley Estate left?—To my brother Richard.

Mr. SERJEANT SHEE.—I wish to ask you who was Trunk Farm let to?—To my brother Richard.

Now, just answer me this question. Did the present solicitors of your brother, Messrs. Linklater, ever act for you?—No; I have consulted them, but it was for my brother.

When? How lately?—In March.

How long before you left England?—I think only a fortnight or three weeks.

Did they ever act or do business for you of any kind?—No.

Now did your brother, or your mother, or any of your family, know of any of the frauds committed by you before you left England?—I

told them on the night of Friday that I had misrepresented the value of the Great Warley estate.

Mr. BARON MARTIN.—Told whom?—I told my mother.

On the night of what, sir?—On Friday night.

Mr. SERJEANT SHEE.—You left on Sunday morning?—I left on Sunday morning.

Mr. BARON MARTIN.—“On the night of Friday before I left.” What more, sir?—That I had misrepresented the value of the Great Warley Estate, and borrowed more money upon it than it was worth.

Mr. SERJEANT SHEE.—Then, at that time, did they know anything of the frauds committed by you?—Nothing whatever.

Mr. SERJEANT SHEE.—Now, my lord, these questions being answered, I have to inform your lordship that we have agreed that a juror should be withdrawn, and I should state to your lordship that it has been arranged that the plaintiff and the defendant shall divide the value of the property that has been in dispute, and that the plaintiff shall confirm the title of Mr. Waite by all proper means, so that there can be no doubt whatever in future of the validity of that title.

Mr. BARON MARTIN.—A juror withdrawn.

Mr. BOVILL.—To those terms, my lord, I consent.

Mr. BARON MARTIN.—A juror withdrawn. It is a special jury. Well, gentlemen, I am very happy to relieve you from these assizes, and I return you the thanks of the county for your services. This deed must be impounded, and will be taken before a justice who will immediately take the depositions for the purpose of committing Mr. Roupell for trial; and I presume that he will tried at the Central Criminal Court. He will be taken before a justice immediately. A magistrate will be in attendance for the purpose of taking the depositions. Gentlemen, I wish you good morning.

The proceedings then terminated.

The following are the will and codicil referred to in the evidence :—

“This is the last Will and testament of me, Richard Palmer Roupell, of 16, Cross-street, Blackfriars-road, and Aspen House, Streatham-hill, Surrey, gentleman. Firstly, I desire that all my just debts, funeral and testamentary expenses, be paid and satisfied by my executrix and executor hereinafter named as soon as conveniently may be after my decease; and, secondly, I give, devise, and bequeath all and every my household furniture, linen, wearing apparel, books, plate, pictures, china, horses, carriages, carts, and also all and every sum and sums of money which may be in my house or about my person, or which may be due to me at the time of my decease, and also all other my moneys invested in stocks, funds, shares, and securities for money, book debts, money on bonds, bills, notes, or other securities, and all and every other my freehold, leasehold, and copyhold estates and effects whatsoever and wheresoever, both real and personal, whether in possession, reversion, remainder, or expectancy, unto my dear wife, Sarah Roupell, to and for her own use and benefit absolutely, and I nominate, constitute, and appoint my said wife to be executrix, and my son William Roupell, of Aspen House, Streatham-hill, to be executor of this my Will; and hereby revoking all former or other Wills by me at any time heretofore

made, I declare this to be my last Will and testament. In witness whereof I, the said Richard Palmer Roupell, have to this my last Will and testament set my hand the second day of September, in the year of Our Lord, one thousand eight hundred and fifty-six.

"R. P. ROUPELL.

"Signed by the testator, Richard Palmer Roupell, in the presence of us, present at the same time, who have hereunto subscribed our names as witnesses in the presence of the said testator and of each other,

"W. ROUPELL, Aspen-house, Streatham-hill.

"JOHN MUGGERIDGE, Kennington-cross."

"This is a Codicil to the last Will and Testament of me RICHARD PALMER ROUPELL which Will bears date the 1st day of October 1850 Whereas by my said Will I appointed my Wife Sarah Roupell my son Wm. Roupell Richard Stephens and Patrick Hughes to be Executors and Trustees of my Will and Guardians of my minor children And whereas the said Patrick Hughes has departed this life and I have since the execution of my said Will made some alterations in the first side thereof stating such fact and appointing or intending to appoint Mr. James Surridge and Mr. William Clarke to be Executors and Trustees thereof along with my said wife and son and Richard Stephens And whereas I did not re-execute my said Will except by shewing such alterations to the said William Clarke who then subscribed his name at the bottom of the said first side thereof Now I do hereby appoint the said James Surridge and William Clarke to be Executors and Trustees of my said Will and Guardians of my minor children along with my said wife Sarah Roupell my son called William Roupell and Richard Stephens named in my said Will and give unto them the said James Surridge and William Clarke the legacy or sum of 150*l*. each free of the Legacy duty for their undertaking the trusts of my Will And I direct that in every place in my said Will in which the names of the said Sarah Roupell Willm. Roupell Richard Stephens and Patrick Hughes appear as Executors Trustees and Guardians the same is to be read as if instead thereof the names of Sarah Roupell Wm. Roupell Richard Stephens James Surridge and Willm. Clarke had been originally written therein And I bequeath to my House-keeper Mrs. Hunnum the sum of 30*l*. and to the following men in my employ the following sums viz. to John Cronin the sum of 30*l*. to Gardiner Quin Old Thomas and Burgess the sum of Nineteen pounds nineteen shillings each to Thos. Fleming the sum of 30*l*. to Cripps Bright and Clark the sum of 10*l*. each and to my Cousin Wm. Brand the sum of 100*l*. And I direct the Legacy duty on all the said Legacies liable thereto to be paid out of my residuary personal estate And in all other respects I confirm my said Will In witness  
"30th Aug. 1856."

Thus ended this remarkable trial. We have only to add that by the cross-examination of Mr. Bovill it will be seen that one of the main, if

not the main contention upon which defendant intended to rely, was that the evidence of William Roupell, confessing his crimes, was nought else but deliberate perjury for the purpose of benefiting his family, and, probably himself ultimately. But it seems that the plaintiff was prepared with evidence to prove that all the statements were statements of truth; and as conclusive evidence that the deed of gift of the 28th July, 1855, was a forgery, it was rumoured that the plaintiff intended to produce an affidavit sworn by Richard Palmer Roupell, the father, at the end of September, 1855, verifying the fact that the estate at Kingston was his property, which was confirmed by an affidavit of William Roupell made on the 2nd October, 1855, stating that he had read his father's affidavit and that its contents were true. So that either the deed of July, 1855, was a forgery, or the son committed perjury in making the affidavit of the 2nd of October, 1855.

It appears also so far from there being any collusion between the son and the family with reference to his surrender, that William Roupell had determined under any circumstances to surrender himself to justice without any reference to the present proceedings, and before he was aware that they would be taken.

## COMMITTAL

OF

### WILLIAM ROUPELL FOR FORGERY.

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IMMEDIATELY after the adjournment of the Court, Mr. Roupell was conveyed back to the County Police-station, in the custody of Mr. Newland and Mr. Parr, two inspectors of the Surrey constabulary, and he was formally charged upon the police-sheet with feloniously forging a certain deed with intent to defraud. He described himself as "William Roupell, aged thirty-one, late of Aspen House, Brixton, Gentleman." In a short time, the Mayor of Guildford, W. E. Elkens, Esq., and J. Weale, Esq., and H. W. Adams, Esq., two of the borough justices, attended for the purpose of taking the examination of the prisoner, who exhibited the same calmness and self-possession he had manifested throughout the extraordinary inquiry. The charge was very briefly stated to the bench.

Mr. Randall Francis Tongue, judge's associate on the Home Circuit, produced a deed, dated 28th July, 1855, purporting to be made between Richard Palmer Roupell, of the one part, and William Roupell (the prisoner) on the other, and to be a conveyance of a freehold estate called Norbiton Farm, Kingston, which deed was impounded in witness's custody by order of Mr. Baron Martin. Witness was present in court on the trial "*Roupell and others v. Waite*," at the Surrey Assizes, held in the borough of Guildford, and heard the prisoner confess, after he had been sworn as a witness, that he forged the signature "R. P. Roupell" (prisoner's father) to the deed.

Magistrates' Clerk.—Will you ask this witness any questions?—Prisoner: I do not wish to ask the witness any questions.

Mr. J. Smith, keeper of the records in Doctor's Commons, produced a document purporting to be a will of Richard Palmer Roupell, described as of 16, Cross-street, Blackfriar's-road, and of Aspen House, Streatham-hill, Surrey, Gent., bearing date the 2nd of September, 1856, of which document probate was granted on the 24th September, 1856, by the then Prerogative Court of Canterbury, to William Roupell, the prisoner. Witness was present in Court on the 18th instant, on the trial of the cause "*Roupell v. Waite*," before Mr. Baron Martin, at the assizes for the county of Surrey. The prisoner was sworn as a witness, and he admitted that this will had been prepared by him, and that the signature "R. P. Roupell" at the foot, purporting to be the handwriting of his father, was forged by him (the prisoner); also, that the signature of John Muggeridge, whose name appeared as one of the subscribing witnesses, was forged by him.



Magistrates' Clerk (to the prisoner).—Will you ask this witness any questions?—Prisoner: No, sir.

Mr. Moses Bennett, of 38, Lincoln's-inn-fields, short-hand writer, deposed.—I was present in court on the 18th instant, on the trial of the cause "RouPELL and others v. Waite," and I took notes of the trial.

Magistrates' Clerk.—With reference to the deed spoken of by Mr. Tongue, did you hear the prisoner say anything?—Yes.

### LATE MR. WILLIAM ROUPELL.

The Vicar of Christ Church, Streatham-hill (the Rev. C. S. Nicholl), writes the following letter with reference to the residence in Streatham of the late Mr. William Roupell:

"I have known him for the eighteen years during which I have been vicar here as an earnest and regular communicant at this church, and a much respected resident in this neighbourhood. When he returned here, to the place where he was best known, after his release, my predecessor (the Rev. Wodehouse Raven) walked with him arm-in-arm round the parish to show in what spirit he should be received; and since then Mr. Roupell has, I know, earned the regard of all with whom he came in contact by his consistent and upright behaviour. He did not pass under an assumed name, as has been stated in some papers, but he lived down his bad repute, and in a hard struggle later to make two misdeeds meet he came to be honoured among us."

—The deed was handed to the station was put to him by Mr. spect of which you have told us of Goff and Trueman to execute hereupon interposed, "To which is the short mode of putting it." ; I see it is sealed with my own

—Will you ask the witness any

—Now turn to your notes respect-

rd to the will is discursive. I th regard to the deed. Shall I see what part of it you want? d the evidence of Mr. Smith?

with reference to the production of it to be a forgery.

questions.

m about making statements, con- thing he chose to say would be st him at his trial; and then he

Prisoner.—I wish simply to say, I voluntarily left a place of perfect safety in Spain with the intention of returning to England. I returned openly, and was recognised in Richmond Church on Sunday, the 18th inst., and again on the afternoon of the same day on the public promenade between Richmond and Kew Gardens. I do not wish to say anything more, sir.

Magistrates' Clerk.—Will you sign that?

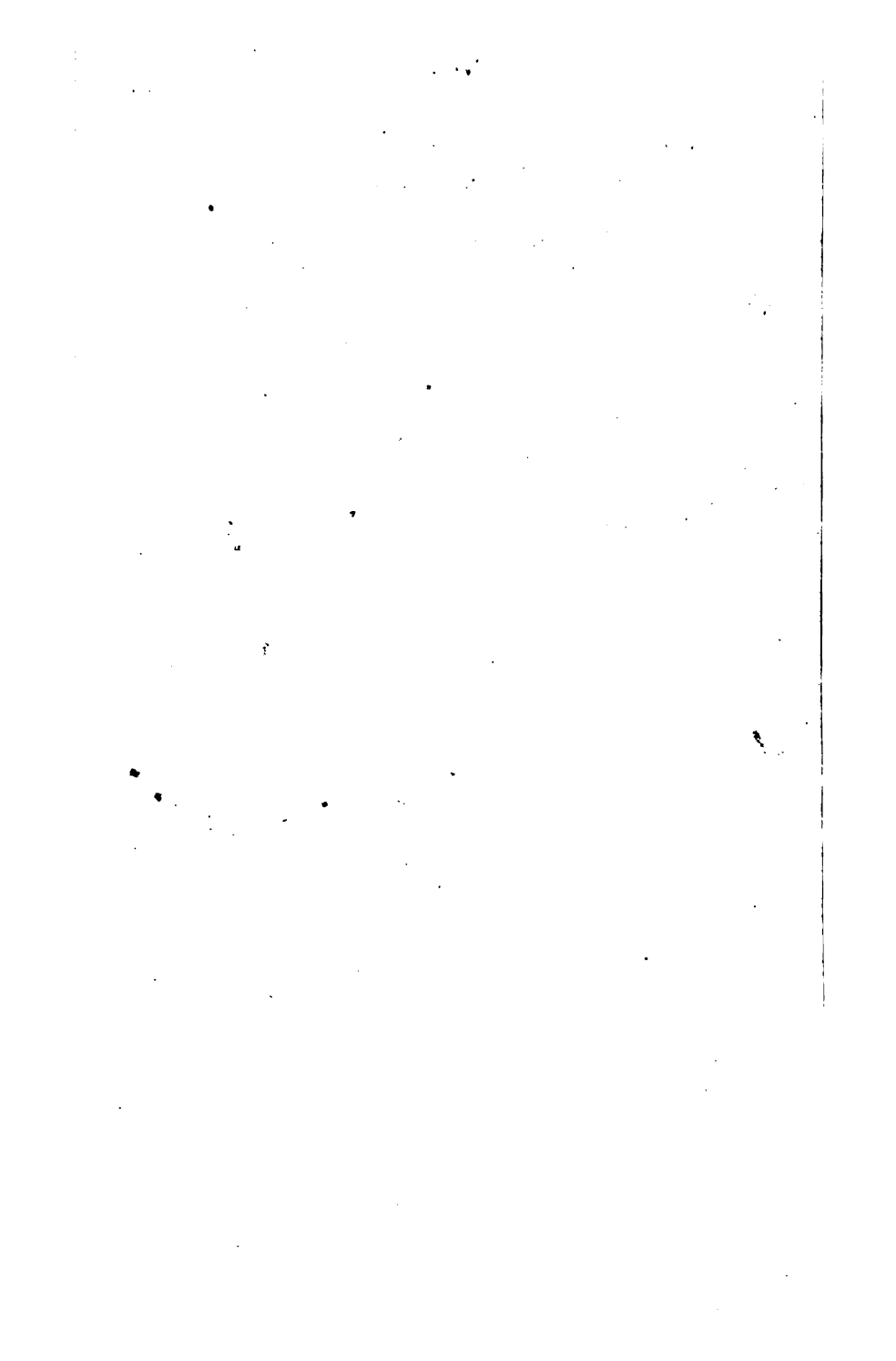
Prisoner.—Yes.

Magistrates' Clerk.—You are not compelled to do so.

Prisoner.—I have no objection to sign it.

The prisoner signed the statement.

The Mayor.—We commit you for trial on the charge of forgery, to the next sessions of the Central Criminal Court, within such jurisdiction the offence was committed.







AP ARV IZg  
The great forgeries of William  
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